



**702-832-3320 | NSPRX.com | 855-557-6595**  
**3022 W. Post Rd | Las Vegas, NV 89118**

July 5, 2023

To whom it may concern:

Sameer Padhye's official termination date from National Specialty Pharmacy was on June 22, 2023. Please contact me at the number above or via email at [msana@nsprxl.com](mailto:msana@nsprxl.com) should you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Maybelline Sana". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Maybelline Sana  
Director of Operations

**National Specialty Pharmacy**

3022 W Post Rd  
Las Vegas, NV 89118

**CONFLICT OF INTEREST CERTIFICATION**

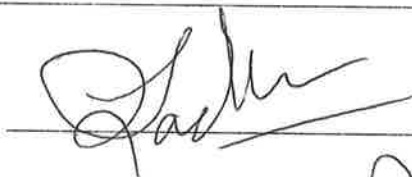
Certification is required **annually** for all Facility Owner(s), Managers, Licensed Professionals, BOC Certificants, Directors, Corporate Officers and Workforce Members.

***Examples of activities commonly viewed as creating conflicts of interest include:***

- Having significant financial interests in patients, suppliers or competitors
- Working for a competitor, without the knowledge of management
- Self-employment in competition with the organization
- Soliciting or accepting gifts or gratuities from suppliers or patients
- Using the facility's equipment and supplies for personal gain
- Unauthorized use of confidential, privileged or proprietary information obtained in connection with my position at National Specialty Pharmacy, or use of such information for my personal benefit or the personal benefit of another
- Or other activities which may influence or have financial implications.

***I hereby attest that I am free of any conflict of interest in the delivery of Medicare Part B and D benefits.***

Signature:



Date:

10/11/2022

Printed Name:

Sameer Padhye

Title/Position:

Chief Strategy Officer

**NATIONAL SPECIALTY PHARMACY, LLC**  
**AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION,**  
**AND INVENTION ASSIGNMENT AGREEMENT**

As a condition of my employment with National Specialty Pharmacy, LLC, its subsidiaries, affiliates, successors or assigns (together, the “**Company**”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this National Specialty Pharmacy, LLC At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (this “**Agreement**”):

**1. AT-WILL EMPLOYMENT**

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES “AT-WILL” EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE AN AUTHORIZED REPRESENTATIVE OF NATIONAL SPECIALTY PHARMACY, LLC ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY.

**2. APPLICABILITY TO PAST ACTIVITIES**

National Specialty Pharmacy, LLC and I acknowledge that I have been engaged to provide services by National Specialty Pharmacy, LLC for a period of time prior to the date of this Agreement (the “**Prior Engagement Period**”). Accordingly, I agree that if and to the extent that, during the Prior Engagement Period: (i) I received access to any information from or on behalf of Company that would have been “Company Confidential Information” (as defined below) if I received access to such information during the period of my employment with Company under this Agreement; or (ii) I conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an “Invention” (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the period of my employment with Company under this Agreement; then any such information shall be deemed “Company Confidential Information” hereunder and any such item shall be deemed an “Invention” hereunder, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.

**3. CONFIDENTIALITY**

A. *Definition of Confidential Information.* I understand that “**Company Confidential Information**” means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or

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own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists, patient and physician information, and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by Company to me; (ii) becomes publicly known or made generally available after disclosure by Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by Company as shown by my then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

B. *Nonuse and Nondisclosure.* I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of an authorized representative of the Company. Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the General Counsel of National Specialty Pharmacy, LLC. I agree that I obtain no title to any Company Confidential Information, and that as between Company and myself, National Specialty Pharmacy, LLC retains all Confidential Information as the sole property of National Specialty Pharmacy, LLC I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 3.B** shall continue after termination of my employment.

C. *Former Employer Confidential Information.* I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with



which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, physicians, patients, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty under HIPAA and on the Company's part to maintain the confidentiality of such **Associated Third Party Confidential Information** and to use it only for certain limited purposes. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all laws, regulations and Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any law, regulation or Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company and the relevant regulatory agencies.

#### 4. OWNERSHIP

A. *Assignment of Inventions.* As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in **Section Error! Reference source not found.** below (collectively, "**Inventions**"), are the sole property of National Specialty Pharmacy, LLC I also agree to promptly make full written disclosure to National Specialty Pharmacy, LLC of any Inventions, and to deliver and assign and hereby irrevocably assign fully to National Specialty Pharmacy, LLC all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to National Specialty Pharmacy, LLC of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials.* I will inform National Specialty Pharmacy, LLC in writing before incorporating any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company (“**Prior Inventions**”) into any Invention or otherwise utilizing any such Prior Invention in the course of my employment with the Company; and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention without National Specialty Pharmacy, LLC’s prior written permission. I have attached hereto as Exhibit A, a list describing all Prior Inventions or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement.

C. *Moral Rights.* Any assignment to National Specialty Pharmacy, LLC of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of National Specialty Pharmacy, LLC at all times.

E. *Further Assurances.* I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 4.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact.* I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to National Specialty Pharmacy, LLC in **Section 4.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

## 5. CONFLICTING OBLIGATIONS

A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships.* Without limiting **Section 5.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

## 6. RETURN OF COMPANY MATERIALS

A. *Definition of Electronic Media Equipment and Electronic Media Systems.* I understand that "**Electronic Media Equipment**" includes, but is not limited to, computers, external storage devices, thumb drives, handheld electronic devices, telephone equipment, and other electronic media devices. I understand that "**Electronic Media Systems**" includes, but is not limited to, computer servers, messaging and email systems or accounts, and web-based services (including



cloud-based information storage accounts), whether provided for my use directly by the company or by third-party providers on behalf of the company.

B. *Return of Company Property.* I understand that anything that I created or worked on for the Company while working for the Company belongs solely to the Company and that I cannot remove, retain, or use such information without the Company's express written permission. Accordingly, upon separation from employment with the Company or upon the Company's request at any other time, I will immediately deliver to National Specialty Pharmacy, LLC, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all Company equipment including all Company Electronic Media Equipment, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 4.D.**

C. *Return of Company Information on Company Electronic Media Equipment.* In connection with my obligation to return information to the Company, I agree that I will not copy, delete, or alter any information, including personal information voluntarily created or stored, contained upon my Company Electronic Media Equipment before I return the information to the Company.

D. *Return of Company Information on Personal Electronic Media Equipment.* In addition, if I have used any personal Electronic Media Equipment or personal Electronic Media Systems to create, receive, store, review, prepare or transmit any Company information, including but not limited to, Company Confidential Information, I agree to make a prompt and reasonable search for such information in good faith, including reviewing any personal Electronic Media Equipment or personal Electronic Media Systems to locate such information and if I locate such information I agree to notify the Company of that fact and then provide the Company with a computer-useable copy of all such Company information from those equipment and systems; and I agree to cooperate reasonably with the Company to verify that the necessary copying is completed (including upon request providing a sworn declaration confirming the return of property and deletion of information), and, upon confirmation of compliance by the Company, I agree to delete and expunge all Company information.

E. *No Expectation of Privacy in Company Property.* I understand that I have no expectation of privacy in Company property, and I agree that any Company property situated on Company premises, or held by third-party providers for the benefit of the company, is subject to inspection by Company personnel at any time with or without further notice. I also understand and agree that as it relates to the Company's desire to protect its confidential and proprietary information, I have no expectation of privacy as to any personal Electronic Media Equipment or personal Electronic Media Systems that I have used for Company purposes. I further agree that the Company, at its sole discretion, may have access to such personal Electronic Media Equipment or personal Electronic Media Systems to retrieve, destroy, or ensure the permanent deletion of Company information from such equipment or systems. I also consent to an exit interview and an

audit to confirm my compliance with this **Section 6**, and I will certify in writing that I have complied with the requirements of this **Section 6**.

**7. TERMINATION CERTIFICATION**

Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep National Specialty Pharmacy, LLC advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

**8. NOTIFICATION OF NEW EMPLOYER**

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

**9. SOLICITATION OF EMPLOYEES**

To the fullest extent permitted under applicable law, I agree that during my employment and for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I will not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. I agree that nothing in this **Section 9** shall affect my continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Section 3**.

**10. CONFLICT OF INTEREST GUIDELINES**

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit D hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

**11. REPRESENTATIONS**

Without limiting my obligations under **Section 4.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

**12. AUDIT**

I acknowledge that I have no reasonable expectation of privacy in any computer, handheld device, telephone, voicemail, email or other technology system that is used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these



systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all Company network traffic to and from any computer, handheld device, telephone, voicemail, email or other technology system I may use to access the Company's internal networks. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

### 13. MISCELLANEOUS

A. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the State of California without regard to California's conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against me by the Company.

B. *Assignability.* This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, National Specialty Pharmacy, LLC may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of National Specialty Pharmacy, LLC's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Entire Agreement.* This Agreement, together with the Exhibits herein and any executed written offer letter between me and the Company, to the extent such materials are not in

conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, compensation, conditions or any other terms of my employment will not affect the validity or scope of this Agreement.

D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Severability.* If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

F. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the an authorized representative of National Specialty Pharmacy, LLC and me. Waiver by National Specialty Pharmacy, LLC of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

Date: 10/11/2022

  
Signature

Sameer Padhye  
Name of Employee (typed or printed)

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed or printed)

**EXHIBIT A**

**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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\_\_\_ No inventions or improvements

\_\_\_ Additional Sheets Attached

Date: 10/11/2022

  
Signature

Sameer Padhye  
Name of Employee (typed or printed)

**EXHIBIT B**

RESERVED

**EXHIBIT C**

**NATIONAL SPECIALTY PHARMACY, LLC TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to National Specialty Pharmacy, LLC, its subsidiaries, affiliates, successors or assigns (together, the “**Company**”).

I further certify that I have complied with all the terms of the Company’s At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that for twelve (12) months from this date, I will not directly or indirectly solicit any of the Company’s employees to leave their employment at the Company. I agree that nothing in this paragraph shall affect my continuing obligations under the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Section 3** (Confidentiality) thereof.

After leaving the Company’s employment, I will be employed by \_\_\_\_\_ in the position of \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Employee (typed or printed)

Address for Notifications: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT D**

**NATIONAL SPECIALTY PHARMACY, LLC CONFLICT OF INTEREST GUIDELINES**

It is the policy of National Specialty Pharmacy, LLC to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.
12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.
13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher

management for review. Violations of this conflict of interest policy may result in discharge without warning. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.



**EMPLOYEE HANDBOOK**

**REVISED JUNE 2014**

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## INTRODUCTION

### WELCOME TO NATIONAL SPECIALTY PHARMACY LLC!

We're very happy to welcome you to National Specialty Pharmacy ("NSP" or the "Company"). Thank you for joining us! We want you to feel that your association with NSP will be a mutually beneficial and pleasant one.

You have joined an organization that takes pride in quality pharmacy compounding and exceptional customer service for both patients and physicians. Credit for this goes to every one of our employees. We hope you too will find satisfaction and take pride in your work here.

### HANDBOOK PURPOSE

This Employee Handbook is presented as a matter of information and has been prepared to inform you about the Company's philosophy, employment practices, policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. While this handbook is not intended to be a book of rules and regulations, it does include some important guidelines about which you should be aware. Except for the at-will employment provisions, the Handbook can be amended at any time.

This Employee Handbook will not answer every question you may have, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. Your manager will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find NSP an enjoyable and gratifying place to work.

No one other than authorized management may alter or modify any of the policies in this Employee Handbook. No statement or promise by a supervisor, manager, or department head is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable or invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

We ask that you read this Employee Handbook carefully, become familiar with the Company and our policies, and refer to it whenever questions arise.

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## **EMPLOYMENT**

### **EQUAL EMPLOYMENT**

It is the established policy of National Specialty Pharmacy LLC, to provide equal employment opportunities to all qualified persons and to administer all aspects and conditions of employment without regard to race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical or mental disability, medical condition, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local laws. The Company takes allegations of discrimination, harassment and retaliation very seriously and will promptly conduct an investigation when warranted.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence, and termination.

### **BACKGROUND CHECKS**

Prior to making an offer of employment, the Company may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, and / or criminal record and credit checks. Third-party services may be hired to perform these checks.

### **AT-WILL NOTICE**

The contents of the Employee Handbook are presented as a matter of information. While this Handbook is not intended to be a book of rules and regulations it does include some important guidelines, which you should know. Except for the at-will employment provisions (see pg.29), the Handbook can be amended at any time. The Handbook, the plans, policies, and procedures described herein and the language used herein, are not intended to create, or is it to be construed to constitute, a contract between the Company and any or all of its employees. Likewise, neither is this Employee Handbook, the plans, policies and procedures described herein, nor the language used herein, intended to be or is, a guarantee or promise of employment or continuing employment.

You are not hired for any definite or specified period of time even though your wages are paid regularly. You are an at-will employee of the Company and your employment can be terminated at any time, with or without cause and with or without prior notice. Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by you and an Officer of the Company. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other Company document or written or verbal statement or policy.

### **ANNIVERSARY DATE**

The employee's date of hire is his or her official employment anniversary date.

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## IMMIGRATION LAW COMPLIANCE

All individuals hired by the Company will be required to establish and certify their identity and right to work in the United States. Each individual employed by the Company will be required to produce, within three (3) days, proof of his/her identity and eligibility to work in the United States. Each individual hired by the Company will be required to certify on the appropriate Form I-9 his / her identity and right to work in the United States.

## INTRODUCTORY PERIOD

Your first ninety (90) days of employment at the Company are considered an introductory period. This introductory period will be a time for getting to know your fellow employees, your manager and the tasks involved in your job position, as well as becoming familiar with the Company's products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This introductory period is a try-out time for both you, as an employee, and the Company, as an employer. During this introductory period, the Company will evaluate your suitability for employment, and you can evaluate the Company as well. At any time during this first ninety days, you may resign. If, during this period, your work habits, attitude, attendance, performance, or other relevant factors do not measure up to our standards, we may release you.

At the end of the introductory period, your manager will discuss your job performance with you. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Please also understand that completion of the introductory period does not imply that you now have a contract of employment with the Company, other than at-will. Completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from the Company of more than one year is considered an introductory employee during their first 90 days following rehire.

## EMPLOYMENT CLASSIFICATIONS

The Company has established the following Employee Classifications for compensation and benefit purposes only. Management will inform you of your classification, status, and responsibilities at the time of hire, rehire, promotion, or at any time a change in status occurs. These classifications do not alter your at-will employment status.

**Regular Full-Time Employee:** An employee who is scheduled to work no less than 100% of the scheduled work hours in a work week on a fixed work schedule (not less than 40 hours). The employee may be exempt or non-exempt and is eligible for all employment benefits offered by the Company.

**Regular Part-Time Employee:** An employee who is scheduled to work less than 40 hours in a workweek. Regular part-time employees are not eligible for paid time off or employee benefits.

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- Temporary Employee: An employee who is scheduled to work on a specific need of the Company. The employee will not receive any benefits unless specifically authorized in writing. The employee is non-exempt and is compensated on an hourly basis.
- Exempt: Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay or compensatory time off requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet his/her work responsibilities. This includes all coordinators and corporate officers.
- Non-exempt: Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for overtime hours worked. Unless notified otherwise in writing by Management, all employees of the Company are exempt.

## **PERSONNEL RECORDS**

The Company will maintain various employment files while you remain an employee of the Company. Examples of these files are: Your personnel file, your attendance file, your I-9 file and files for medical purposes. If you should have any changes with respect to personal information, such as a change in your home address and telephone number or a change of name, you are required to notify your supervisor so the appropriate changes can be made in your files.

Your files have restricted access. You and management, or its designated agents, may have access. In the event that you wish to review your personnel file, you must do so in the presence of management or designee. You may review your personnel file by making a written request to management. The written request will become a permanent part of your file.

## **EMPLOYEE REFERENCES**

The Company makes strict provision regarding information provided to people outside the Company for current and former employees. This information is restricted to the employment dates and positions held in the Company for that person. This is done to protect the Company and its employees. This information will only be released by authorized management.

## **JOB VACANCIES**

It is the policy of the Company to promote qualified individuals from within rather than to select persons from outside the organization to fill vacancies in established positions or to fill newly created positions.

## **JOB POSTINGS**

When job openings occur, the Company will, at its discretion, post those openings in order to provide Company employees the opportunity to submit their applications.

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## **TRANSFERS**

Management reserves its right to place you where and in whatever jobs it deems necessary. All job transfers, job changes, reassignments, promotions or lateral transfers are at the discretion of the Company.

## **EMPLOYMENT OF RELATIVES**

The Company does not have a general prohibition against hiring relatives. However, a few restrictions have been established to help prevent problems of safety, security, supervision and morale.

While we will accept and consider applications for employment from relatives, close family members such as parents, grandparents, children, spouses, brothers and sisters, or in-laws, generally may not be hired into positions where they have access to sensitive information regarding a close family member, or if there is an actual or apparent conflict of interest.

## **SENIORITY**

Seniority is your length of continuous service commencing on the date of hire at the Company. Should you leave the Company's employ and subsequently be rehired, seniority will begin as a new employee on the date of rehire. Seniority does not accrue during leaves of absence without pay or leaves of absence that exceed thirty (30) calendar days, except for paid vacations.

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## CONDUCT AND BEHAVIOR

### GENERAL GUIDELINES

Orderly and efficient operation of the Company requires that employees maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing herein is intended or shall be construed to change or replace, in any manner, the "at-will" employment relationship between the Company and you. The Company views the following as inappropriate behavior:

- (1) Negligence, carelessness or inconsiderate treatment of Company patients and / or their matters / files.
- (2) Theft, misappropriation, or unauthorized possession or use of property, documents, records or funds belonging to the Company, or any patient or employee; removal of same from Company premises without authorization.
- (3) Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- (4) Obtaining unauthorized confidential information pertaining to patients or employees.
- (5) Changing or falsifying patient records, Company records, personnel or pay records, including time sheets without authorization.
- (6) Willfully or carelessly damaging, defacing or mishandling property of a patient, the Company or other employees.
- (7) Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to Management.
- (8) Entering Company premises without authorization.
- (9) Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
- (10) Unauthorized use of a personal vehicle for Company business.
- (11) Rude, discourteous, or unbusiness-like behavior; creating a disturbance on Company premises or creating discord with clients or fellow employees; use of abusive language.
- (12) Insubordination or refusing to follow instructions of the immediate supervisor or management; refusal or unwillingness to accept a job assignment or to perform job requirements.
- (13) Failure to observe scheduled work hours, failure to contact supervisor in the event of illness or any absence within thirty (30) minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
- (14) Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- (15) Sleeping or loitering during regular working hours.
- (16) Recording time for another employee or having time recorded to or by another employee.
- (17) Use or possession of intoxicating beverages or illegal use or possession of narcotics or drugs, on Company premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance.
- (18) Unauthorized possession of a weapon on Company premises.
- (19) Gambling on Company premises.
- (20) Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on

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Company property. These activities are closely controlled in order to prevent disruption of Company services and to avoid unauthorized implication of Company sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the Company business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of the Company is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on Company property at all times.

- (21) Falsification of one's employment application, medical or employment history.
- (22) Unlawful or unbusiness-like conduct, on or off Company premises, which adversely affects the Company services, property, reputation or goodwill in the community, or interferes with work.
- (23) Willful or negligent conduct that violates the requirements of HIPAA.

#### ANTI-HARASSMENT

The Company affirms its commitment to provide a work environment free from intimidation and harassment. Abuse of the dignity of anyone through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct is offensive employee behavior. If you harass another employee of the Company or applicant to the Company because of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or any other protected classification, in accordance with applicable federal, state, and local laws, you will be subject to disciplinary action, including discharge. Likewise, if you feel you have been the object of harassment or intimidation based upon the aforementioned, you are to advise your supervisor, follow the normal open-door policy or, in the event of sexual harassment, institute the procedure indicated below.

Sexual harassment is a form of sex discrimination, which includes gender-based harassment of a person of the same or opposite sex as the harasser. It is the express policy of the Company that sexual harassment of employees or applicants, by you or agents of the Company, is unacceptable and will not be tolerated. Unwelcome or unwanted sexual advances, requests for favors or other visual, verbal or physical conduct will be deemed sexual harassment when:

- (1) Submission to such conduct is explicitly or implicitly a condition of employment;
- (2) Submission to or rejection of such conduct is used as the basis of employment decisions; and
- (3) Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination. The Company further recognizes that allegations of this type of discrimination may have serious effects on innocent women and men. Therefore, the Company has devised two procedures to process a sexual harassment complaint. First, the normal complaint procedure as set forth herein may be utilized. Second, if the employee desires confidentiality, the following procedure may be requested:

- (1) Any employee who believes he or she has been the subject of sexual harassment should report the alleged act(s) promptly (within two working days) to a member of

management or designee, giving details as related to the complaint.

- (2) Management or designee, upon receipt of the complaint, shall take immediate and appropriate steps to investigate the complaint. Confidentiality is mandatory to the maximum extent possible.
- (3) Following the investigation of the complaint, management or designee shall weigh the facts and determine the validity of the charge. If the complaint is determined to be valid, the offender(s) shall face immediate and appropriate disciplinary action based upon the severity of the charge. This may include written warning and / or suspension, and / or discharge. If the offender is a supervisor he / she may be demoted. If the complaint is found invalid, the complaining party may request Step 2 of the normal complaint procedure.

### **COMPLAINT PROCEDURE**

The Company subscribes to the open door policy. You may bring a particular complaint to your supervisor for resolution. When matters cannot be handled on an informal basis, the Company has established a formal procedure for a fair review of any work related controversy, dispute or misunderstanding. A complaint may be brought by one or more employees concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner.

Step 1 - The complaint must be submitted in writing to management or designee within three (3) working days of the incident. A written request for a meeting must be submitted simultaneously. Generally, a meeting will be held within three (3) working days of the employee's request depending upon scheduling availability. Witnesses will be allowed as necessary. If the problem is not resolved during this meeting management or designee will give the employee a written resolution within three (3) working days. If the employee is not satisfied, the employee may proceed to Step 2.

Step 2 - If the employee is not satisfied after Step 1, the employee may submit a written request for review of the complaint and Step 2 solution to the President or his/her designee. Such a request must be made within three (3) working days following the receipt of the Step 1 resolution. The President or appointed representative will review the complaint and proposed solution and may call a further meeting to explore the problem. This meeting is to be attended by the employee concerned, the employee's immediate supervisor, and any other employee of the Company whom the aggrieved employee chooses. The President or appointed representative will render the final decision within ten (10) working days after receiving the Step 2 request, assuming scheduling availability. The decision will be given to the employee in writing and will become part of the employee's personnel file.

### **CORRECTIVE ACTION**

A high level of job performance is expected of you. In the event that your job performance does not meet the standards established for your position, you should seek assistance from your supervisor to attain an acceptable level of performance. If you fail to respond to or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

It is the policy of the Company to regard discipline as an instrument for developing total

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job performance rather than as punishment. Corrective action is one tool the Company may select to enhance job performance. The Company is not required to take any disciplinary action before making an adverse employment decision, including discharge. Corrective action may be in the form of a written or oral reprimand, notice(s) of inadequate job performance, suspension, discharge or in any combination of the above, if the Company so elects. The Company reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If you violate established Company procedures, guidelines, or exhibit behavior that violates commonly accepted standards of honesty and integrity or creates an appearance of impropriety, the Company may elect to administer disciplinary action.

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## **COMPENSATION**

### **PAY PERIODS**

The designated pay period for all employees is bi weekly. Thursday every two weeks is your payday. There are 26 pay periods in the year. There are two months of the year where there are three pay periods in a month.

Paychecks are preferred to be direct deposited into your bank. If you are receiving a live check the office manager will give you that on the Thursday that is a designated payday.

### **PAY ADJUSTMENTS**

All pay increases are based upon merit and market factors. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

Your pay also may be adjusted downward. Salary decreases may take place when there is: job restructuring, job duty changes, job transfers, or adverse business economic conditions.

The Company complies with all applicable federal and state laws with regard to payment of overtime work.

Employees are required to work overtime when assigned. Any overtime you work must be authorized by management, in advance. Working unauthorized overtime or refusal or unavailability to work overtime is not acceptable work performance, subject to discipline including but not limited to termination. Overtime is for nonexempt employees only.

### **PERFORMANCE EVALUATION**

You will receive an appraisal of your job performance upon the completion of one year of employment and annually thereafter. This evaluation may be either written or oral. Such evaluation may not occur exactly on the anniversary date, but thereabout, at the discretion of management.

If in this appraisal you are given an evaluation sheet or other written document, you will be required to sign it. Your signature does not necessarily indicate that you agree with all the comments, but merely that you have had the opportunity to examine the evaluation and fully discuss the contents of it with your supervisor. The completed and signed evaluation form will be placed in your personnel file. You may receive a copy of the performance evaluation if you so desire.

Because pay increases are based on merit, the performance evaluation is an important element in the merit review. In addition to the formal annual review, informal counseling sessions may be conducted from time to time.

### **PROMOTIONS**

The Company is most interested in providing maximum opportunity for your advancement within the Company if advancement opportunities are available. Accordingly,

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present employees of the Company may be considered for promotions and may be preferred for promotion before any new employees are hired to fill vacancies that may arise. Of course the Company retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors.

#### **DEMOTION**

Demotion is a reduction in responsibility usually accompanied by a reduction in salary. If and when a demotion occurs, you may maintain your seniority with the Company.

#### **WORK ASSIGNMENTS**

In addition to specific duties that may accompany an individual's job responsibilities, each job also includes "and other assigned duties." From time to time, you may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant. You will be compensated at your regular rate of pay while performing other assigned duties on a temporary basis.

#### **MILEAGE REIMBURSEMENT**

The Company will reimburse employees at the business standard mileage rate per IRS requirements for miles traveled by the employee in the employee's car when asked to travel during a regular work day. Also if asked to run an errand for the office during work hours. etc. The current rate, as of 5/1/2014 is 56 cents /mile. You must provide the accurate mileage within 7days in order to be reimbursed.

#### **ADVANCES AND LOANS**

The Company does not give salary advances or loans to its employees.

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## BENEFITS

### HOLIDAYS

Regular full-time employees are entitled to the following six paid holidays observed by the Company:

New Year's Day . . . . .	January 1 <sup>st</sup>
Memorial Day . . . . .	Last Monday in May
Independence Day . . . . .	July 4 <sup>th</sup>
Labor Day . . . . .	First Monday in September
Thanksgiving . . . . .	Fourth Thursday in November
Christmas . . . . .	December 25 <sup>th</sup>

Other days or parts of days may be designated as holidays with pay. No holiday pay will be paid to an employee who is on an unpaid status, on any leave or absent due to workers' compensation. If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

Without special consent of Management, absences (other than previously scheduled paid time off) immediately before or after a holiday will be treated as unpaid absences. You must work the business days preceding and following the holiday in order to be paid for the holiday, unless you provide Management with a written medical excuse from your doctor.

### PAID TIME OFF

All full-time regular employees generally will accrue paid time off according to the following schedule.

Employment Years	PTO Earned Per Month
Years One through Five	10.67 Hrs,
Years Six and beyond	14.00 Hrs

Paid time off begins to accrue at the commencement of employment and accrues on a monthly basis. New employees should not use any time off during the 90 day probationary period and it is preferred no time be taken in the first six months so the employee can bank hours. Accrued time off can be used for whatever purpose the employee wishes. It is not necessary to reveal the reason for the time off request.

Any employee taking time off when they have none accrued will be affecting their attendance record negatively.

No more than 40 hours of paid time off can be carried over from one year to the next. Year being based on your anniversary date not the calendar year.

Employees are not paid wages in lieu of unused paid time off. All accrued paid time off not taken at the time an employee leaves employment will be paid upon departure.

**Paid time off needs to be scheduled with the appropriate Management with sufficient notice so as to not disrupt the workplace This is generally at least 4 weeks before any anticipated PTO .** No employee is permitted to take more than two consecutive weeks of paid time off at one time without prior permission from Management. Without special permission no more than one employee from the department should be gone at the same time.

PTO must be recorded in the Paylocity system, or other payroll system and given to Wenda Puzzo BEFORE it is taken

## **FAMILY MEDICAL LEAVE**

The federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 requires employers with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy. (Note: Employees with any further questions about their eligibility for FMLA leave should contact the NSP Office Manager or HR Representative for more information.)

Employees are eligible for FMLA leave if they:

1. Have worked for the Company for at least 12 months in the last 7 years;
2. Have worked at least 1,250 hours for the Company during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius.

**Basic FMLA Leave.** Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

**Military Family Leave.** There are two types of Military Family Leave available:

1. *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:
  - o Short-notice deployment (up to 7 days of leave)
  - o Attending certain military events
  - o Arranging for alternative childcare
  - o Addressing certain financial and legal arrangements

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- Periods of rest and recuperation for the service member (up to 5 days of leave)
  - Attending certain counseling sessions
  - Attending post-deployment activities (available for up to 90 days after the termination of the covered servicemember's active duty status)
  - Other activities arising out of the servicemember's active duty or call to active duty and agreed upon by the Company and the employee
2. *Leave to care for a covered service member.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

After the leave, the employee must be restored to the same or essentially-same position held before the leave. Health care benefits will be maintained during the leave.

#### **TEMPORARY DISABILITY LEAVE**

The Company recognizes that a temporary disability may preclude your attendance at work. In such cases, the Company does not have a predetermined specified period of time in which this unpaid leave is granted. Rather, the Company will attempt to reasonably accommodate your needs as well as the needs of the Company. If a leave is granted, any extensions will be subject to the same considerations.

Your request for a temporary disability leave must be in writing. That request should be accompanied by a doctor's statement identifying the temporary disability, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. At any time during a temporary leave, Management may request that you furnish a written statement(s) of your health. Prior to returning to employment with the Company, you will be required to submit written medical certification of your ability to work, including any restrictions. Upon your return to work, if you qualify, you will be reinstated to your former position or one that is substantially the same, "depending upon the availability of any position at that time."

Employees are responsible for paying for the full cost of their own health insurance premiums for any leave lasting 4 weeks or more except for pregnancy leave.

Employees do not accrue paid time off during a leave of absence no matter what the circumstances. "Employer cannot guarantee, except for a pregnancy leave, that employee's former position, or any position, will be available upon the expiration of the scheduled leave."

The Company observes and complies with all federal and state medical leave regulations that pertain to our employees. This includes the federal Family Medical Leave Act and any state FMLA provisions that might apply.

Any unused accrued paid time off shall be used prior to the effective date of the temporary disability leave except for pregnancy disability leave. You may request payment of

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any vested, but unused paid time off prior to the effective date of the temporary disability leave.

#### **MEDICAL INSURANCE**

All regular full time employees working at least 40 hours per week are entitled to benefits under the Company's paid medical insurance plans, as may be in effect from time to time. The Company reserves the right to change or terminate medical plans or other benefits at any time.

New full-time employees joining the Company will be eligible for coverage on the first day of the month following completion of the probationary period. New employees, with the permission of the Company, may elect not to be covered, provided the percentage of employees not covered is within the plan.

#### **CONTINUATION OF BENEFITS**

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after either voluntary or involuntary termination, if the employer has 20 or more employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

##### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

##### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

##### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

#### **MILITARY LEAVE**

If you are on an extended military leave of absence, you are entitled to be restored to your previously held position or similar position, if available, without loss of any rights, privileges or benefits provided you meet the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United

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States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from your commanding officer is required to establish the dates of duty.

#### **JURY SERVICE LEAVE**

If you are summoned to report for jury duty, you will be granted a leave of absence without pay when you notify and submit a copy of the original summons for jury duty to your supervisor. The Company reserves the right to request that you seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the Company.

Any fees received for jury duty, including travel fees, are to be retained by you. You are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with the Company no later than Wednesday of the following week.

#### **WITNESS LEAVE**

If you are requested to serve as a witness on behalf of the Company, you will be granted a witness leave at regular pay for such time as it is necessary to comply with the request. Paid witness leave shall not be granted to an employee subpoenaed as an expert witness, as a party in a case, or as a lay witness other than as delineated above.

#### **VOTING LEAVE**

If you cannot vote because of your scheduled work hours, you will be given up to two hours to vote in any state or federal election. The two hours shall be compensated at your regular rate of pay.

#### **PERSONAL LEAVE OF ABSENCE**

Once you have been employed as a full-time regular employee of the Company for more than one (1) year, you may request a personal leave of absence without pay. You must submit your request in writing and state the date the leave is to begin, the date of return to work and the reasons for the leave. You will receive either written approval or denial of the request. If approved, you must use your leave of absence for the approved reason or purpose. Paid time off, and seniority and other benefits are not earned during an unpaid leave of absence. Any paid holidays that fall within the leave of absence are not paid. If you fail to return to work on the scheduled date of return, you will be considered to have abandoned your position and voluntarily terminated your employment.

### **HEALTH, SAFETY, AND SECURITY**

#### **NON-SMOKING**

Smoking is not permitted in any Company buildings, facilities, work sites, or vehicles. Employees wishing to smoke should do so during their break times, outside Company buildings, in designated areas, and in accordance with local ordinances.

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**DRUG AND ALCOHOL**

The Company is dedicated to providing employees with a workplace that is free of drugs and alcohol. The Company discourages drug and alcohol abuse by its employees. The Company has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the Company. Employees who are under the influence of a drug or alcohol on the job compromise Company interests, endanger the employees own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our products, and disruption of customer relations. Any identified usage of drugs or alcohol, or being under the influence of same during working hours will be grounds for discipline up to and including termination.

For the safety of our employees and patients the Company reserves the right to test any employee for the use of illegal drugs or alcohol. This may be done in cases where the employee's job carries a risk of injury or accident due to such use, or there is an apparent inability to perform the requirements required of that position. Specific jobs may, at the Company's discretion, require regular drug testing. Such a test may be conducted after an accident or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab, at the Company's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on the Company premises, performing Company-related duties, or while operating any Company equipment, is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect his or her personal safety or ability to perform the essential functions of the job and should advise his or her supervisor of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

The moderate use of alcohol at Company approved meetings, with business meals, travel, entertainment, or in an appropriate social setting, is not prohibited by this policy.

To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended to be in compliance.

**REASONABLE ACCOMMODATIONS**

It is the policy of the Company to comply with all the relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities... The Company will not discriminate against any qualified employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges, or conditions of employment, including but not limited to hiring, advancement, discharge, compensation, and training.

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Employees who become disabled should notify Management if the conditions of the disability impair their ability to perform the essential functions of their position. Where necessary and feasible, reasonable accommodations will be made for qualified disabled employees to perform the essential functions of the job in question, as long as the accommodation does not cause the Company undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a Management decision has been made in regard to the employee's immediate employment situation.

#### **SAFETY**

In the event you become injured or witness an injury during your work hours, you are to report it immediately to the nearest available management personnel. You are to render any assistance requested by Management. Any questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials. You should report all nonfunctioning hazardous office equipment to your immediate supervisor.

#### **WORKERS' COMPENSATION**

The Company provides insurance for all work-related injuries or illness. The name of the Company's workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all insurance benefits provided by the Company. These contracts shall not be limited, expanded or modified by any statements of Company personnel or Company documents. Any discrepancies shall be determined by reference to the insuring contracts.

#### **SECURITY**

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge.

Employees within the Company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their supervisor or a member of management. Any threat reported to a supervisor should be brought to the attention of the Office Manager. All reports will be carefully investigated by the Office Manager, and employee confidentiality will be maintained to the fullest extent possible.

## WORKPLACE GUIDELINES

### HOURS OF WORK

The standard workweek for the Company will begin at 12:01 a.m. Sunday, and end at midnight the following Saturday. The normal workweek for a full-time employee will consist of forty (40) hours, or more depending on the needs of the corporation.

The Company's retail hours are 9:00 a.m. to 6:00 p.m. Monday through Friday, 10 a.m. to 2:00 p.m. Saturday's.

You will be given your individual duty hours upon hire and at the time of any change in position. If your normal duty hours are changed or if the Company changes its operating hours, you will be given written notice to facilitate your personal planning.

### MEAL PERIODS

You are entitled to take a non-compensated meal period each workday of one (1) hour. Your one-hour meal period should be completed between the hours of 11:30 a.m. and 1:30 p.m. . The Office Manager must approve any variation in the normal schedule in advance.

No employee will be scheduled to work more than five (5) consecutive hours in a workday without taking a meal period. In no case may any meal period be waived to shorten an employee's work hours or to be used in lieu of time without pay. Any employee who is scheduled to work not more than six (6) hours in any workday, may, by mutual agreement between the Company and the employee, work without a meal period.

### REST PERIODS

Employees will take a ten-minute rest period during each half of a full workday.

Breastfeeding. In recognition of the well documented health advantages of breastfeeding for infants and mothers and as part of our family-friendly policies and benefits, NSP provides a supportive environment to enable breastfeeding employees to express their milk during work hours. Discrimination and harassment of breastfeeding mothers in any form is unacceptable and will not be tolerated by the Company.

NSP may require medical certification to support the stated intent of this policy. If you have any questions, please contact your Supervisor or Office Manager.

### ATTENDANCE / TARDINESS

Your attendance is a major concern of the Company. Unsatisfactory attendance, including tardiness and leaving work early, is unacceptable performance. You will be rated in your performance appraisal in the categories of attendance and punctuality.

If you are ill, injured or an unexpected emergency arises which prevents you from coming to work, you must notify your Supervisor no later than thirty (30) minutes before the start of your scheduled work day. If your Supervisor is not available, you should contact the



Office Manager or a member of Management. If you are physically unable to contact the Company, you should direct another person to make the contact on your behalf. Leaving a message with a fellow staff employee or with the answering service is not considered proper notification.

When you call in absent, you are to advise the Company of your expected date of return. Management reserves the right to require proof of illness, injury or accident, including a doctor's statement(s) or notice(s), for any temporary disability.

Repeated absences, excessive absences (excused or unexcused) or a pattern of absences are unacceptable job performance. If you are absent for three (3) consecutive days and have not provided proper notification, the Company will assume that you have abandoned your position and you may be treated as having voluntarily terminated your employment with the Company.

If you become ill at work, notify your supervisor immediately. If you are unable to perform your job task, you will be either sent to a doctor or your home. You will be paid only for time actually worked and may receive paid time off if eligible.

You shall be at your workstation, prepared to begin work at the start of your scheduled work time or resumption of your work duties. If you are not, you will be considered tardy. Excessive tardiness, whether excused or unexcused, constitute unacceptable work performance. The Company does not categorize tardiness as excused or unexcused. If you are tardy, your wages will be reduced by the amount of time you are tardy, calculated in whole minutes according to the Company's clock.

All absences are to be arranged for as far in advance as possible. This includes paid time off for other reasons. If a doctor or dental appointment must be scheduled during the workday, it should be scheduled as early in the morning or as late in the afternoon as possible. If you are a part time employee these types of absences should be taken care of on your day off.

Employees who use all of their paid time off for the year may not make up the time (including doctor's appointments) without special permission.

#### **TRAVEL**

You may be required to attend out of town meetings or conferences on behalf of NSP. The following shall apply to all such travel:

- 1) Authorized and pre-approved expenses will be reimbursed in accordance with NSP policy as provided herein.
- 2) Travel on a regularly scheduled workday Monday-Saturday- will be paid as a regular day.

#### **EXPENSE REIMBURSEMENT**

All out of pocket expenses incurred by you solely on behalf of NSP shall be reimbursed ONLY if you follow these requirements:

- 1) All expenses must be pre-approved in writing by Management.
- 2) All expenses must be submitted to Management as soon as possible after the expense

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is incurred and must be supported by original written receipts attached to an NSP approved expense report form. Reimbursement will be provided only for reasonable and necessary expenses incurred in connection with business travel.

Payment to you for properly incurred and supported expenses will be made by NSP within 10 business days of receipt by Management of all required documentation.

#### **PERSONAL APPEARANCE**

The Company is a professional business based on the trust and goodwill it engenders from patients, physicians, vendors and customers (collectively "Clients"). In addition to providing excellent services, Clients only do business with the Company if they are also treated with courtesy, patience and appropriate deference. You are to treat all Clients with the utmost courtesy. You will be evaluated in your performance appraisal in this category.

Since Clients tend to think of NSP in terms of the individual employees with whom they come in contact with at the Company, the way you perform your job and treat the individual Client will determine, in part, the Client's satisfaction with the Company. A good employee will approach his / her job duties and responsibilities with a positive attitude and respect. A neat personal appearance and good grooming habits reflect respect for yourself and your workplace.

Expensive clothing is not necessary for a well-groomed appearance. You are to wear clothing appropriate for a professional business office or as specified for pharmacy staff. If you have any questions, you should contact your Supervisor for counseling.

The following should be avoided:

- Jeans
- Shorts
- T-shirts or sweats
- Leggings without a dress
- Leotard without a dress
- Extremely tight or revealing clothing
- Extremes in makeup, nails, jewelry, or hairstyle

If you have clothing you feel is questionable, it is probably not appropriate for the office. Any questions in this regard should be directed to Management.

#### **Solicitations and Distributions**

Employees must not solicit other employees in a face to face situation for any purpose during work hours. It is permissible to leave sale fundraiser type items in the break room and employees can take advantage if they so choose. There will be no distribution of literature of any kind for a cause on Company property.

#### **CONFIDENTIALITY**

The rule of thumb to remember is that all information gathered by, retained or generated by the Company is confidential. There shall be no disclosure of any confidential information to anyone outside the Company without the appropriate written authorization by Management.

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It is your duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax and e-mail. When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to your Supervisor or other Management without comment on your part. When any inquiry is made regarding any client, the inquiry must be forwarded to Management.

Confidential information shall be disclosed and/or discussed only on a "need to know" basis. Conversation of a confidential nature must never be held within earshot of the public or Clients.

#### **BUSINESS GIFTS**

We want at all times to avoid the appearance of impropriety in the acceptance of gifts from business contacts or Clients. It is the express policy of the Company that you are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for yourself or for any other person or entity while working at NSP.

It is the express policy of the Company that you are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for yourself or for any other person or entity (other than your pay check from the Company) for or in connection with any transaction or business of the Company that has a value of \$50 or more. If you are promised, offered, or given anything of value from any member, perspective member, customer, or perspective customer for or in connection with any transaction or business of the Company, you are to advise your immediate Supervisor or Management at once.

#### **CONFLICT OF INTEREST**

The Company is judged by the collective and individual performance of its officers and employees. The Company has a particular interest in preserving its reputation and the reputation of its employees for the utmost honesty and integrity. Thus, the Company holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with Clients or other activities do not subject you or the Company to question or undue criticism. You must refrain from engaging in any activity that could be in conflict with your status as a Company employee. This includes the use of your position with the Company for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, are improperly benefiting from your affiliation with the Company, or are violating laws governing fiduciary relationships. Good judgment and common sense are to supplement these provisions to avoid even the appearance of impropriety. To the extent there is a conflict or ambiguity between permissive conduct and that which is not permitted, the latter shall have precedence.

If you question the propriety of a transaction or activity, you should seek guidance from your supervisor or a member of management of the Company. If necessary, you should seek written approval.

#### **OUTSIDE ACTIVITIES**

You may engage in outside employment or personal educational activities during non-

working hours, provided that such activities do not interfere with your job performance or constitute a conflict of interest. Prior to accepting outside employment, you are to notify Management in writing. The notice must contain the name of the potential employer, the title and nature of the position, the number of working hours per week and the time of scheduled work hours. If the position constitutes a conflict of interest or interferes with your Company job, at any time, you may be required to curtail or terminate such activity.

#### **REPORTING IRREGULARITIES**

It is the responsibility of each employee of the Company to report, immediately, any and all irregularities indicating actual or suspected existence of a loss, theft, fraud, embezzlement or similar impairment of Company funds or property, or suspicious persons or activity.

If you have actual or constructive knowledge of any irregularity, and do not report it to your Supervisor, you have engaged in unacceptable job performance.

#### **INSPECTIONS / SEARCHES**

Any items or parcels taken out of or off Company premises or property (or property controlled by the Company) are subject to inspection/search. Your desk, workstation, work area, computer terminal, memory, files, etc. and your voice mail are subject to inspection/search at any time. The Company may monitor any telephone, text or email conversation you have on Company owned or controlled equipment, premises or property. While on Company owned or controlled premises or property, your vehicle, meal containers, purse, etc., as well as yourself, are subject to inspection/search. Any inspection/search conducted by the Company or its designee may occur at anytime, with or without notice.

You are prohibited from placing any passwords or restrictors on any document, computer or computer software without the prior authority of management. Any password or restrictor must be revealed to and maintained by a second authorized NSP source. Removing, changing, deleting or erasing any Company information, without the appropriate authorization, is strictly prohibited.

#### **ELECTRONIC ASSETS USAGE**

The Company recognizes that use of the Internet has many benefits for the Company and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the Company and others at risk.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner:

- The Company Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or x-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon the Company or be contrary to the Company best interests;

and any illegal activities – including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail – are forbidden.

- Copyrighted materials belonging to entities other than the Company may not be transmitted by employees on the Company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "web address") to the person who may be interested in the information and have that person look at it on his / her own.
- Do not use the system in a way that disrupts its use by others. This includes excessive bandwidth usage that is for other than an NSP authorized business purpose, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)
- The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. **DO NOT DOWNLOAD AND/OR INSTALL ANY PROGRAMS THAT ARE NOT AUTHORIZED BY MANAGEMENT AND THAT DO NOT SERVE AN NSP BUSINESS PURPOSE.** Instructions on how to check for viruses are available through the IT Support. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- Each employee is responsible for the content of all text, audio or images that he/she places or sends over the Company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the Company's name is attached to all messages so use discretion in formulating messages.
- E-mail is not guaranteed to be private or confidential. All electronic communications are Company property. Therefore, the Company reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage at any time and for any reason without your permission. Also, the Internet is not secure so don't assume that others cannot read or possibly alter your messages.
- Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Company.

All Company-supplied technology, including computer systems and Company-related work records, belong to the Company and not the employee. The Company routinely monitors usage patterns for its e-mail and Internet communications and usage. Although encouraged to explore the resources available on the Internet, employees should use discretion in the sites that are accessed. Company computer systems and equipment may not be used to access the internet for personal purposes except as authorized by Management in advance. Any access to social media sites must be for an NSP business purpose as part of your job duties and authorized by Management in advance.

Since all the computer systems and software, as well as the e-mail and Internet connection, are Company-owned, all Company policies are in effect at all times. Any employee who abuses the privilege of Company-facilitated access to e-mail or the Internet, may be denied

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access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

#### **PHONE USAGE**

The telephones of the Company are to be restricted to business calls for Company business only. All employees are required to be professional and conscientious at all times when using Company phones and to refrain from usage of personal cell phones during work hours including for voice, texting and downloading of web content unless authorized in advance by your Supervisor.

#### **PERSONAL PROPERTY**

The Company is not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal possessions. You should refrain from having your personal mail sent to the Company because mail may be automatically opened.

Your work area and any other Company property are subject to inspection / search at any time, with or without notice. Desks and office areas are to be kept as neat and organized as possible with no confidential or patient specific information displayed for observation by unauthorized personnel.

### **EMPLOYMENT SEPARATION**

#### **RESIGNATION**

Non-exempt employees are requested to provide a minimum of two (2) weeks written notice of their intent to resign. Exempt employees are requested to provide a minimum of four (4) weeks written notice. Your notice of resignation to voluntarily terminate employment with the Company should be submitted to your Supervisor or a member of Management. An exit interview may be requested.

#### **TERMINATION**

All employment with the Company is "at will" employment. This means that you have not been hired for a specified duration, but that you can terminate your employment or the Company can terminate your employment at any time, with or without cause, and with or without prior notice. Your at-will employment status can only be changed by a written agreement between you and the Company, signed by both you and an authorized Officer of the Company.

Upon separation of your employment you are to remove your personal possessions from the Company premises. You will be paid for all unused vested vacation time. Upon separation, you are not entitled to severance pay or continuing benefits, except at the sole discretion of Management or as required by law.

#### **RETURN OF COMPANY PROPERTY**

Any Company property issued to employees, such as computer equipment, keys, tools,



parking passes or Company credit or debit cards, must be returned to the Company at the time of termination. Employees will be responsible for any lost or damaged items.

## **MISCELLANEOUS**

### **AUTOMOBILE ACCIDENT**

If you are involved in an automobile accident while on Company business (personal or Company car) you must report the accident to your Supervisor immediately. You should request and obtain a police report and police investigation at the scene of the accident.

You are not to drive a personal vehicle for Company business unless authorized to do so. If your job requires you to operate your personal vehicle, you shall be required to submit proof of a current and valid state driver's license and adequate insurance to protect the Company.

If you use your own vehicle, either by authorization or requirement, to carry out the business of the Company, you must submit a photocopy of the cover page of your insurance policy covering that vehicle as proof of that insurance. Insurance must be maintained current as a term and condition of continuing employment for that particular position.

### **PARKING**

The Company provides you with parking at no cost. All parking is at your own risk. It is recommended that you lock your car and take other appropriate safeguards. You are not to park in areas reserved for visitors or Clients.

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### ACKNOWLEDGEMENT

I, the undersigned acknowledge, receipt of the National Specialty Pharmacy LLC Employee Handbook and that I am subject to all provisions contained therein while employed by NSP.

The contents of the Employee Handbook are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to read the Handbook and to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of the Company that I am made aware of either in writing or verbally by NSP Management.

It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between myself and the Company. It is further understood that neither the Handbook nor any policy of the Company is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the Company or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with the Company only under certain circumstances or after certain events.

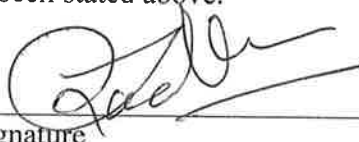
Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and an appropriate officer of the Company, specifically changing my at-will employment status. I have neither been requested to nor have I signed any such document.

My at-will employment status with the Company has been fully explained and I have been given an opportunity to ask any questions regarding Company policies and my at-will employment status. No representative of the Company has made any promise or other statements implying employment will be other than what has been stated above.

Dated

10/11/2022

Signature



Print Name

Sameer Padhye

July 5, 2023

National Specialty Pharmacy

3022 W Post Rd

Las Vegas, NV 89118

Dear National Specialty Pharmacy,

Please accept this as my notice to resign from my position as Director of Operations at National Specialty Pharmacy effective July 5, 2023. My last day of work will be Monday, July 31, 2023.

Please let me know if there is anything I can do during my final weeks to facilitate a smooth transition. I want to ensure that my replacement receives quality training and is set up for success here at NSP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maybelline Sana', with a stylized flourish at the end.

Maybelline Sana

**NATIONAL SPECIALTY PHARMACY, LLC**  
**AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION,**  
**AND INVENTION ASSIGNMENT AGREEMENT**

As a condition of my employment with National Specialty Pharmacy, LLC, its subsidiaries, affiliates, successors or assigns (together, the “**Company**”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this National Specialty Pharmacy, LLC At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (this “**Agreement**”):

**1. AT-WILL EMPLOYMENT**

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES “AT-WILL” EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE AN AUTHORIZED REPRESENTATIVE OF NATIONAL SPECIALTY PHARMACY, LLC ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY.

**2. APPLICABILITY TO PAST ACTIVITIES**

National Specialty Pharmacy, LLC and I acknowledge that I have been engaged to provide services by National Specialty Pharmacy, LLC for a period of time prior to the date of this Agreement (the “**Prior Engagement Period**”). Accordingly, I agree that if and to the extent that, during the Prior Engagement Period: (i) I received access to any information from or on behalf of Company that would have been “Company Confidential Information” (as defined below) if I received access to such information during the period of my employment with Company under this Agreement; or (ii) I conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an “Invention” (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the period of my employment with Company under this Agreement; then any such information shall be deemed “Company Confidential Information” hereunder and any such item shall be deemed an “Invention” hereunder, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.

**3. CONFIDENTIALITY**

A. *Definition of Confidential Information.* I understand that “**Company Confidential Information**” means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or

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own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists, patient and physician information, and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by Company to me; (ii) becomes publicly known or made generally available after disclosure by Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by Company as shown by my then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

B. *Nonuse and Nondisclosure.* I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of an authorized representative of the Company. Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the General Counsel of National Specialty Pharmacy, LLC. I agree that I obtain no title to any Company Confidential Information, and that as between Company and myself, National Specialty Pharmacy, LLC retains all Confidential Information as the sole property of National Specialty Pharmacy, LLC I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 3.B** shall continue after termination of my employment.

C. *Former Employer Confidential Information.* I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with



which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, physicians, patients, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty under HIPAA and on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all laws, regulations and Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any law, regulation or Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company and the relevant regulatory agencies.

#### 4. OWNERSHIP

A. *Assignment of Inventions.* As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in **Section Error! Reference source not found.** below (collectively, "**Inventions**"), are the sole property of National Specialty Pharmacy, LLC I also agree to promptly make full written disclosure to National Specialty Pharmacy, LLC of any Inventions, and to deliver and assign and hereby irrevocably assign fully to National Specialty Pharmacy, LLC all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to National Specialty Pharmacy, LLC of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials.* I will inform National Specialty Pharmacy, LLC in writing before incorporating any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company (“**Prior Inventions**”) into any Invention or otherwise utilizing any such Prior Invention in the course of my employment with the Company; and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention without National Specialty Pharmacy, LLC’s prior written permission. I have attached hereto as Exhibit A, a list describing all Prior Inventions or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement.

C. *Moral Rights.* Any assignment to National Specialty Pharmacy, LLC of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of National Specialty Pharmacy, LLC at all times.

E. *Further Assurances.* I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 4.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact.* I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to National Specialty Pharmacy, LLC in **Section 4.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

## 5. CONFLICTING OBLIGATIONS

A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships.* Without limiting **Section 5.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

## 6. RETURN OF COMPANY MATERIALS

A. *Definition of Electronic Media Equipment and Electronic Media Systems.* I understand that "**Electronic Media Equipment**" includes, but is not limited to, computers, external storage devices, thumb drives, handheld electronic devices, telephone equipment, and other electronic media devices. I understand that "**Electronic Media Systems**" includes, but is not limited to, computer servers, messaging and email systems or accounts, and web-based services (including

cloud-based information storage accounts), whether provided for my use directly by the company or by third-party providers on behalf of the company.

B. *Return of Company Property.* I understand that anything that I created or worked on for the Company while working for the Company belongs solely to the Company and that I cannot remove, retain, or use such information without the Company's express written permission. Accordingly, upon separation from employment with the Company or upon the Company's request at any other time, I will immediately deliver to National Specialty Pharmacy, LLC, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all Company equipment including all Company Electronic Media Equipment, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 4.D.**

C. *Return of Company Information on Company Electronic Media Equipment.* In connection with my obligation to return information to the Company, I agree that I will not copy, delete, or alter any information, including personal information voluntarily created or stored, contained upon my Company Electronic Media Equipment before I return the information to the Company.

D. *Return of Company Information on Personal Electronic Media Equipment.* In addition, if I have used any personal Electronic Media Equipment or personal Electronic Media Systems to create, receive, store, review, prepare or transmit any Company information, including but not limited to, Company Confidential Information, I agree to make a prompt and reasonable search for such information in good faith, including reviewing any personal Electronic Media Equipment or personal Electronic Media Systems to locate such information and if I locate such information I agree to notify the Company of that fact and then provide the Company with a computer-useable copy of all such Company information from those equipment and systems; and I agree to cooperate reasonably with the Company to verify that the necessary copying is completed (including upon request providing a sworn declaration confirming the return of property and deletion of information), and, upon confirmation of compliance by the Company, I agree to delete and expunge all Company information.

E. *No Expectation of Privacy in Company Property.* I understand that I have no expectation of privacy in Company property, and I agree that any Company property situated on Company premises, or held by third-party providers for the benefit of the company, is subject to inspection by Company personnel at any time with or without further notice. I also understand and agree that as it relates to the Company's desire to protect its confidential and proprietary information, I have no expectation of privacy as to any personal Electronic Media Equipment or personal Electronic Media Systems that I have used for Company purposes. I further agree that the Company, at its sole discretion, may have access to such personal Electronic Media Equipment or personal Electronic Media Systems to retrieve, destroy, or ensure the permanent deletion of Company information from such equipment or systems. I also consent to an exit interview and an



audit to confirm my compliance with this **Section 6**, and I will certify in writing that I have complied with the requirements of this **Section 6**.

**7. TERMINATION CERTIFICATION**

Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep National Specialty Pharmacy, LLC advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

**8. NOTIFICATION OF NEW EMPLOYER**

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

**9. SOLICITATION OF EMPLOYEES**

To the fullest extent permitted under applicable law, I agree that during my employment and for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I will not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. I agree that nothing in this **Section 9** shall affect my continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Section 3**.

**10. CONFLICT OF INTEREST GUIDELINES**

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit D hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

**11. REPRESENTATIONS**

Without limiting my obligations under **Section 4.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

**12. NON-CIRCUMVENTION, NON-COMPETITION AND NON-SOLICITATION**

I agree that I will not directly or indirectly, individually or together with any other persons, investors, firms or companies (a) interfere with, circumvent, avoid, bypass or obviate, or permit any of its representatives or affiliates to interfere with, circumvent, avoid, bypass or obviate the



Company's (or any of its representatives or affiliates') right in, agreements relating to and/or contacts with respect to any of the Company's current or proposed customers or clients (b) enter into discussions with any third party introduced to me by the Company (or any of such party's members, shareholders, officers, directors, employees, agents, affiliates, creditors or contractual counterparts), or initiate or negotiate with respect to any transactional relationship with any such third party (or any of its shareholders, officers, directors, employees, agents, affiliates creditors or contractual counterparts), or circumvent or attempt to circumvent the discussions and negotiations currently or hereafter entered into with respect to the Company's current or proposed customers or clients. In the event that my employment or other business relationship with the Company is terminated for any reason, I agree that I will not, for a period of 3 years from the date of such termination, engage in any business that is competitive with the Company within a 5 mile radius of any physical location of the Company nor solicit the services of any current or future employee or consultant of the Company

### 13. AUDIT

I acknowledge that I have no reasonable expectation of privacy in any computer, handheld device, telephone, voicemail, email or other technology system that is used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all Company network traffic to and from any computer, handheld device, telephone, voicemail, email or other technology system I may use to access the Company's internal networks. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

14. MISCELLANEOUS

A. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the State of Nevada without regard to Nevada's conflicts of law rules that may result in the application of the laws of any jurisdiction other than Nevada. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Nevada for any lawsuit filed against me by the Company.

B. *Assignability.* This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, National Specialty Pharmacy, LLC may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of National Specialty Pharmacy, LLC's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Entire Agreement.* This Agreement, together with the Exhibits herein and any executed written offer letter between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, compensation, conditions or any other terms of my employment will not affect the validity or scope of this Agreement.


D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Severability.* If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

F. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the an authorized representative of National Specialty Pharmacy, LLC and me. Waiver by National Specialty Pharmacy, LLC of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. *Survival.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

Date: 5-21-18

  
Signature

MAYBELLINE ASH  
Name of Employee (typed or printed)

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed or printed)

EXHIBIT C

**NATIONAL SPECIALTY PHARMACY, LLC TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to National Specialty Pharmacy, LLC, its subsidiaries, affiliates, successors or assigns (together, the “**Company**”).

I further certify that I have complied with all the terms of the Company’s At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that for twelve (12) months from this date, I will not directly or indirectly solicit any of the Company’s employees to leave their employment at the Company. I agree that nothing in this paragraph shall affect my continuing obligations under the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Section 3** (Confidentiality) thereof.

After leaving the Company’s employment, I will be employed by \_\_\_\_\_ in the position of \_\_\_\_\_.

Date: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name of Employee (typed or printed)

Address for Notifications: \_\_\_\_\_

**EXHIBIT D**

**NATIONAL SPECIALTY PHARMACY, LLC CONFLICT OF INTEREST GUIDELINES**

It is the policy of National Specialty Pharmacy, LLC to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.
12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.
13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher



management for review. Violations of this conflict of interest policy may result in discharge without warning. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.



## **EMPLOYEE HANDBOOK**

**REVISED May 2018**

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## INTRODUCTION

### WELCOME TO NATIONAL SPECIALTY PHARMACY LLC!

We're very happy to welcome you to National Specialty Pharmacy ("NSP" or the "Company"). Thank you for joining us! We want you to feel that your association with NSP will be a mutually beneficial and pleasant one.

You have joined an organization that takes pride in quality pharmacy compounding and exceptional customer service for both patients and physicians. Credit for this goes to every one of our employees. We hope you too will find satisfaction and take pride in your work here.

### HANDBOOK PURPOSE

This Employee Handbook is presented as a matter of information and has been prepared to inform you about the Company's philosophy, employment practices, policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. While this handbook is not intended to be a book of rules and regulations, it does include some important guidelines about which you should be aware. Except for the at-will employment provisions, the Handbook can be amended at any time.

This Employee Handbook will not answer every question you may have, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. Your manager will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find NSP an enjoyable and gratifying place to work.

No one other than authorized management may alter or modify any of the policies in this Employee Handbook. No statement or promise by a supervisor, manager, or department head is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable or invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

We ask that you read this Employee Handbook carefully, become familiar with the Company and our policies, and refer to it whenever questions arise.



**EMPLOYMENT****EQUAL EMPLOYMENT**

It is the established policy of National Specialty Pharmacy LLC, to provide equal employment opportunities to all qualified persons and to administer all aspects and conditions of employment without regard to race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical or mental disability, medical condition, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local laws. The Company takes allegations of discrimination, harassment and retaliation very seriously and will promptly conduct an investigation when warranted.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence, and termination.

**BACKGROUND CHECKS**

Prior to making an offer of employment, the Company may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, and / or criminal record and credit checks. Third-party services may be hired to perform these checks.

**AT-WILL NOTICE**

The contents of the Employee Handbook are presented as a matter of information. While this Handbook is not intended to be a book of rules and regulations it does include some important guidelines, which you should know. Except for the at-will employment provisions (see pg.29), the Handbook can be amended at any time. The Handbook, the plans, policies, and procedures described herein and the language used herein, are not intended to create, or is it to be construed to constitute, a contract between the Company and any or all of its employees. Likewise, neither is this Employee Handbook, the plans, policies and procedures described herein, nor the language used herein, intended to be or is, a guarantee or promise of employment or continuing employment.

You are not hired for any definite or specified period of time even though your wages are paid regularly. You are an at-will employee of the Company and your employment can be terminated at any time, with or without cause and with or without prior notice. Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by you and an Officer of the Company. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other Company document or written or verbal statement or policy.

**ANNIVERSARY DATE**

The employee's date of hire is his or her official employment anniversary date.

## IMMIGRATION LAW COMPLIANCE

All individuals hired by the Company will be required to establish and certify their identity and right to work in the United States. Each individual employed by the Company will be required to produce, within three (3) days, proof of his/her identity and eligibility to work in the United States. Each individual hired by the Company will be required to certify on the appropriate Form I-9 his / her identity and right to work in the United States.

## INTRODUCTORY PERIOD

Your first ninety (90) days of employment at the Company are considered an introductory period. This introductory period will be a time for getting to know your fellow employees, your manager and the tasks involved in your job position, as well as becoming familiar with the Company's products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This introductory period is a try-out time for both you, as an employee, and the Company, as an employer. During this introductory period, the Company will evaluate your suitability for employment, and you can evaluate the Company as well. At any time during this first ninety days, you may resign. If, during this period, your work habits, attitude, attendance, performance, or other relevant factors do not measure up to our standards, we may release you.

At the end of the introductory period, your manager will discuss your job performance with you. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Please also understand that completion of the introductory period does not imply that you now have a contract of employment with the Company, other than at-will. Completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from the Company of more than one year is considered an introductory employee during their first 90 days following rehire.

## EMPLOYMENT CLASSIFICATIONS

The Company has established the following Employee Classifications for compensation and benefit purposes only. Management will inform you of your classification, status, and responsibilities at the time of hire, rehire, promotion, or at any time a change in status occurs. These classifications do not alter your at-will employment status.

**Regular Full-Time Employee:** An employee who is scheduled to work no less than 100% of the scheduled work hours in a work week on a fixed work schedule (not less than 40 hours). The employee may be exempt or non-exempt and is eligible for all employment benefits offered by the Company.

**Regular Part-Time Employee:** An employee who is scheduled to work less than 40 hours in a workweek. Regular part-time employees are not eligible for paid time off or employee benefits.

- Temporary Employee: An employee who is scheduled to work on a specific need of the Company. The employee will not receive any benefits unless specifically authorized in writing. The employee is non-exempt and is compensated on an hourly basis.
- Exempt: Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay or compensatory time off requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet his/her work responsibilities. This includes all coordinators and corporate officers.
- Non-exempt: Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for overtime hours worked. Unless notified otherwise in writing by Management, all employees of the Company are exempt.

## **PERSONNEL RECORDS**

The Company will maintain various employment files while you remain an employee of the Company. Examples of these files are: Your personnel file, your attendance file, your I-9 file and files for medical purposes. If you should have any changes with respect to personal information, such as a change in your home address and telephone number or a change of name, you are required to notify your supervisor so the appropriate changes can be made in your files.

Your files have restricted access. You and management, or its designated agents, may have access. In the event that you wish to review your personnel file, you must do so in the presence of management or designee. You may review your personnel file by making a written request to management. The written request will become a permanent part of your file.

## **EMPLOYEE REFERENCES**

The Company makes strict provision regarding information provided to people outside the Company for current and former employees. This information is restricted to the employment dates and positions held in the Company for that person. This is done to protect the Company and its employees. This information will only be released by authorized management.

## **JOB VACANCIES**

It is the policy of the Company to promote qualified individuals from within rather than to select persons from outside the organization to fill vacancies in established positions or to fill newly created positions.

## **JOB POSTINGS**

When job openings occur, the Company will, at its discretion, post those openings in order to provide Company employees the opportunity to submit their applications.

## **TRANSFERS**

Management reserves its right to place you where and in whatever jobs it deems necessary. All job transfers, job changes, reassignments, promotions or lateral transfers are at the discretion of the Company.

## **EMPLOYMENT OF RELATIVES**

The Company does not have a general prohibition against hiring relatives. However, a few restrictions have been established to help prevent problems of safety, security, supervision and morale.

While we will accept and consider applications for employment from relatives, close family members such as parents, grandparents, children, spouses, brothers and sisters, or in-laws, generally may not be hired into positions where they have access to sensitive information regarding a close family member, or if there is an actual or apparent conflict of interest.

## **SENIORITY**

Seniority is your length of continuous service commencing on the date of hire at the Company. Should you leave the Company's employ and subsequently be rehired, seniority will begin as a new employee on the date of rehire. Seniority does not accrue during leaves of absence without pay or leaves of absence that exceed thirty (30) calendar days, except for paid vacations.

## CONDUCT AND BEHAVIOR

## GENERAL GUIDELINES

Orderly and efficient operation of the Company requires that employees maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing herein is intended or shall be construed to change or replace, in any manner, the "at-will" employment relationship between the Company and you. The Company views the following as inappropriate behavior:

- (1) Negligence, carelessness or inconsiderate treatment of Company patients and / or their matters / files.
- (2) Theft, misappropriation, or unauthorized possession or use of property, documents, records or funds belonging to the Company, or any patient or employee; removal of same from Company premises without authorization.
- (3) Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- (4) Obtaining unauthorized confidential information pertaining to patients or employees.
- (5) Changing or falsifying patient records, Company records, personnel or pay records, including time sheets without authorization.
- (6) Willfully or carelessly damaging, defacing or mishandling property of a patient, the Company or other employees.
- (7) Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to Management.
- (8) Entering Company premises without authorization.
- (9) Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
- (10) Unauthorized use of a personal vehicle for Company business.
- (11) Rude, discourteous, or unbusiness-like behavior; creating a disturbance on Company premises or creating discord with clients or fellow employees; use of abusive language.
- (12) Insubordination or refusing to follow instructions of the immediate supervisor or management; refusal or unwillingness to accept a job assignment or to perform job requirements.
- (13) Failure to observe scheduled work hours, failure to contact supervisor in the event of illness or any absence within thirty (30) minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
- (14) Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- (15) Sleeping or loitering during regular working hours.
- (16) Recording time for another employee or having time recorded to or by another employee.
- (17) Use or possession of intoxicating beverages or illegal use or possession of narcotics or drugs, on Company premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance.
- (18) Unauthorized possession of a weapon on Company premises.
- (19) Gambling on Company premises.
- (20) Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on



Company property. These activities are closely controlled in order to prevent disruption of Company services and to avoid unauthorized implication of Company sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the Company business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of the Company is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on Company property at all times.

- (21) Falsification of one's employment application, medical or employment history.
- (22) Unlawful or unbusiness-like conduct, on or off Company premises, which adversely affects the Company services, property, reputation or goodwill in the community, or interferes with work.
- (23) Willful or negligent conduct that violates the requirements of HIPAA.

#### **ANTI-HARASSMENT**

The Company affirms its commitment to provide a work environment free from intimidation and harassment. Abuse of the dignity of anyone through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct is offensive employee behavior. If you harass another employee of the Company or applicant to the Company because of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or any other protected classification, in accordance with applicable federal, state, and local laws, you will be subject to disciplinary action, including discharge. Likewise, if you feel you have been the object of harassment or intimidation based upon the aforementioned, you are to advise your supervisor, follow the normal open-door policy or, in the event of sexual harassment, institute the procedure indicated below.

Sexual harassment is a form of sex discrimination, which includes gender-based harassment of a person of the same or opposite sex as the harasser. It is the express policy of the Company that sexual harassment of employees or applicants, by you or agents of the Company, is unacceptable and will not be tolerated. Unwelcome or unwanted sexual advances, requests for favors or other visual, verbal or physical conduct will be deemed sexual harassment when:

- (1) Submission to such conduct is explicitly or implicitly a condition of employment;
- (2) Submission to or rejection of such conduct is used as the basis of employment decisions; and
- (3) Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination. The Company further recognizes that allegations of this type of discrimination may have serious effects on innocent women and men. Therefore, the Company has devised two procedures to process a sexual harassment complaint. First, the normal complaint procedure as set forth herein may be utilized. Second, if the employee desires confidentiality, the following procedure may be requested:

- (1) Any employee who believes he or she has been the subject of sexual harassment should report the alleged act(s) promptly (within two working days) to a member of

management or designee, giving details as related to the complaint.

- (2) Management or designee, upon receipt of the complaint, shall take immediate and appropriate steps to investigate the complaint. Confidentiality is mandatory to the maximum extent possible.
- (3) Following the investigation of the complaint, management or designee shall weigh the facts and determine the validity of the charge. If the complaint is determined to be valid, the offender(s) shall face immediate and appropriate disciplinary action based upon the severity of the charge. This may include written warning and / or suspension, and / or discharge. If the offender is a supervisor he / she may be demoted. If the complaint is found invalid, the complaining party may request Step 2 of the normal complaint procedure.

### **COMPLAINT PROCEDURE**

The Company subscribes to the open door policy. You may bring a particular complaint to your supervisor for resolution. When matters cannot be handled on an informal basis, the Company has established a formal procedure for a fair review of any work related controversy, dispute or misunderstanding. A complaint may be brought by one or more employees concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner.

Step 1 - The complaint must be submitted in writing to management or designee within three (3) working days of the incident. A written request for a meeting must be submitted simultaneously. Generally, a meeting will be held within three (3) working days of the employee's request depending upon scheduling availability. Witnesses will be allowed as necessary. If the problem is not resolved during this meeting management or designee will give the employee a written resolution within three (3) working days. If the employee is not satisfied, the employee may proceed to Step 2.

Step 2 - If the employee is not satisfied after Step 1, the employee may submit a written request for review of the complaint and Step 2 solution to the President or his/her designee. Such a request must be made within three (3) working days following the receipt of the Step 1 resolution. The President or appointed representative will review the complaint and proposed solution and may call a further meeting to explore the problem. This meeting is to be attended by the employee concerned, the employee's immediate supervisor, and any other employee of the Company whom the aggrieved employee chooses. The President or appointed representative will render the final decision within ten (10) working days after receiving the Step 2 request, assuming scheduling availability. The decision will be given to the employee in writing and will become part of the employee's personnel file.

### **CORRECTIVE ACTION**

A high level of job performance is expected of you. In the event that your job performance does not meet the standards established for your position, you should seek assistance from your supervisor to attain an acceptable level of performance. If you fail to respond to or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

It is the policy of the Company to regard discipline as an instrument for developing total

job performance rather than as punishment. Corrective action is one tool the Company may select to enhance job performance. The Company is not required to take any disciplinary action before making an adverse employment decision, including discharge. Corrective action may be in the form of a written or oral reprimand, notice(s) of inadequate job performance, suspension, discharge or in any combination of the above, if the Company so elects. The Company reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If you violate established Company procedures, guidelines, or exhibit behavior that violates commonly accepted standards of honesty and integrity or creates an appearance of impropriety, the Company may elect to administer disciplinary action.

## COMPENSATION

### PAY PERIODS

The designated pay period for all employees is bi weekly. Thursday every two weeks is your payday. There are 26 pay periods in the year. There are two months of the year where there are three pay periods in a month.

Paychecks are preferred to be direct deposited into your bank. If you are receiving a live check the office manager will give you that on the Thursday that is a designated payday.

### PAY ADJUSTMENTS

All pay increases are based upon merit and market factors. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

Your pay also may be adjusted downward. Salary decreases may take place when there is: job restructuring, job duty changes, job transfers, or adverse business economic conditions.

The Company complies with all applicable federal and state laws with regard to payment of overtime work.

Employees are required to work overtime when assigned. Any overtime you work must be authorized by management, in advance. Working unauthorized overtime or refusal or unavailability to work overtime is not acceptable work performance, subject to discipline including but not limited to termination. Overtime is for nonexempt employees only.

### PERFORMANCE EVALUATION

You will receive an appraisal of your job performance upon the completion of one year of employment and annually thereafter. This evaluation may be either written or oral. Such evaluation may not occur exactly on the anniversary date, but thereabout, at the discretion of management.

If in this appraisal you are given an evaluation sheet or other written document, you will be required to sign it. Your signature does not necessarily indicate that you agree with all the comments, but merely that you have had the opportunity to examine the evaluation and fully discuss the contents of it with your supervisor. The completed and signed evaluation form will be placed in your personnel file. You may receive a copy of the performance evaluation if you so desire.

Because pay increases are based on merit, the performance evaluation is an important element in the merit review. In addition to the formal annual review, informal counseling sessions may be conducted from time to time.

### PROMOTIONS

The Company is most interested in providing maximum opportunity for your advancement within the Company if advancement opportunities are available. Accordingly,

present employees of the Company may be considered for promotions and may be preferred for promotion before any new employees are hired to fill vacancies that may arise. Of course the Company retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors.

#### **DEMOTION**

Demotion is a reduction in responsibility usually accompanied by a reduction in salary. If and when a demotion occurs, you may maintain your seniority with the Company.

#### **WORK ASSIGNMENTS**

In addition to specific duties that may accompany an individual's job responsibilities, each job also includes "and other assigned duties." From time to time, you may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant. You will be compensated at your regular rate of pay while performing other assigned duties on a temporary basis.

#### **MILEAGE REIMBURSEMENT**

The Company will reimburse employees at the business standard mileage rate per IRS requirements for miles traveled by the employee in the employee's car when asked to travel during a regular work day. Also if asked to run an errand for the office during work hours. etc. The current rate, as of 5/1/2014 is 56 cents /mile. You must provide the accurate mileage within 7days in order to be reimbursed.

#### **ADVANCES AND LOANS**

The Company does not give salary advances or loans to its employees.



**BENEFITS****HOLIDAYS**

Regular full-time employees are entitled to the following six paid holidays observed by the Company:

New Year's Day . . . . .	January 1 <sup>st</sup>
Memorial Day . . . . .	Last Monday in May
Independence Day . . . . .	July 4 <sup>th</sup>
Labor Day . . . . .	First Monday in September
Thanksgiving . . . . .	Fourth Thursday in November
Christmas . . . . .	December 25 <sup>th</sup>

Other days or parts of days may be designated as holidays with pay. No holiday pay will be paid to an employee who is on an unpaid status, on any leave or absent due to workers' compensation. If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

Without special consent of Management, absences (other than previously scheduled paid time off) immediately before or after a holiday will be treated as unpaid absences. You must work the business days preceding and following the holiday in order to be paid for the holiday, unless you provide Management with a written medical excuse from your doctor.

**PAID TIME OFF**

All full-time regular employees generally will accrue paid time off according to the following schedule.

<b>Employment Years</b>	<b>PTO Earned Per Month</b>
Years One through Five	10.00 Hrs,
Years Six and beyond	14.00 Hrs

Paid time off begins to accrue at the commencement of employment and accrues on a monthly basis. New employees should not use any time off during the 90 day probationary period and it is preferred no time be taken in the first six months so the employee can bank hours. Accrued time off can be used for whatever purpose the employee wishes. It is not necessary to reveal the reason for the time off request.

Any employee taking time off when they have none accrued will be affecting their attendance record negatively.

No more than 40 hours of paid time off can be carried over from one year to the next. Year being based on your anniversary date not the calendar year.

At managements discretion, part time employees working 30 or more hours per week can be granted partial PTO.

Employees are not paid wages in lieu of unused paid time off. All accrued paid time off not taken at the time an employee leaves employment will be paid upon departure.

**Paid time off needs to be scheduled with the appropriate Management with sufficient notice so as to not disrupt the workplace This is generally at least 4 weeks before any anticipated PTO.** No employee is permitted to take more than two consecutive weeks of paid time off at one time without prior permission from Management. Without special permission no more than one employee from the department should be gone at the same time.

PTO must be recorded in the Paylocity system, or other payroll system and given to Wenda Puzzo BEFORE it is taken

## **FAMILY MEDICAL LEAVE**

The federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 requires employers with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy. (Note: Employees with any further questions about their eligibility for FMLA leave should contact the NSP Office Manager or HR Representative for more information.)

Employees are eligible for FMLA leave if they:

1. Have worked for the Company for at least 12 months in the last 7 years;
2. Have worked at least 1,250 hours for the Company during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius.

**Basic FMLA Leave.** Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

**Military Family Leave.** There are two types of Military Family Leave available:

1. *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:
  - o Short-notice deployment (up to 7 days of leave)
  - o Attending certain military events
  - o Arranging for alternative childcare

- Addressing certain financial and legal arrangements
  - Periods of rest and recuperation for the service member (up to 5 days of leave)
  - Attending certain counseling sessions
  - Attending post-deployment activities (available for up to 90 days after the termination of the covered servicemember's active duty status)
  - Other activities arising out of the servicemember's active duty or call to active duty and agreed upon by the Company and the employee
2. *Leave to care for a covered service member.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

After the leave, the employee must be restored to the same or essentially-same position held before the leave. Health care benefits will be maintained during the leave.

#### TEMPORARY DISABILITY LEAVE

The Company recognizes that a temporary disability may preclude your attendance at work. In such cases, the Company does not have a predetermined specified period of time in which this unpaid leave is granted. Rather, the Company will attempt to reasonably accommodate your needs as well as the needs of the Company. If a leave is granted, any extensions will be subject to the same considerations.

Your request for a temporary disability leave must be in writing. That request should be accompanied by a doctor's statement identifying the temporary disability, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. At any time during a temporary leave, Management may request that you furnish a written statement(s) of your health. Prior to returning to employment with the Company, you will be required to submit written medical certification of your ability to work, including any restrictions. Upon your return to work, if you qualify, you will be reinstated to your former position or one that is substantially the same, "depending upon the availability of any position at that time."

Employees are responsible for paying for the full cost of their own health insurance premiums for any leave lasting 4 weeks or more except for pregnancy leave.

Employees do not accrue paid time off during a leave of absence no matter what the circumstances. "Employer cannot guarantee, except for a pregnancy leave, that employee's former position, or any position, will be available upon the expiration of the scheduled leave."

The Company observes and complies with all federal and state medical leave regulations that pertain to our employees. This includes the federal Family Medical Leave Act and any state FMLA provisions that might apply.

Any unused accrued paid time off shall be used prior to the effective date of the

temporary disability leave except for pregnancy disability leave. You may request payment of any vested, but unused paid time off prior to the effective date of the temporary disability leave.

## **MEDICAL INSURANCE**

All regular full time employees working at least 40 hours per week are entitled to benefits under the Company's paid medical insurance plans, as may be in effect from time to time. The Company reserves the right to change or terminate medical plans or other benefits at any time.

New full-time employees joining the Company will be eligible for coverage on the first day of the month following the first ninety (90) days of continuous employment. New employees, with the permission of the Company, may elect not to be covered, provided the percentage of employees not covered is within the plan.

## **CONTINUATION OF BENEFITS**

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after either voluntary or involuntary termination, if the employer has 20 or more employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

## **MILITARY LEAVE**

If you are on an extended military leave of absence, you are entitled to be restored to your previously held position or similar position, if available, without loss of any rights, privileges or benefits provided you meet the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from your commanding officer is required to establish the dates of duty.

#### **JURY SERVICE LEAVE**

If you are summoned to report for jury duty, you will be granted a leave of absence without pay when you notify and submit a copy of the original summons for jury duty to your supervisor. The Company reserves the right to request that you seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the Company.

Any fees received for jury duty, including travel fees, are to be retained by you. You are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with the Company no later than Wednesday of the following week.

#### **WITNESS LEAVE**

If you are requested to serve as a witness on behalf of the Company, you will be granted a witness leave at regular pay for such time as it is necessary to comply with the request. Paid witness leave shall not be granted to an employee subpoenaed as an expert witness, as a party in a case, or as a lay witness other than as delineated above.

#### **VOTING LEAVE**

If you cannot vote because of your scheduled work hours, you will be given up to two hours to vote in any state or federal election. The two hours shall be compensated at your regular rate of pay.

#### **PERSONAL LEAVE OF ABSENCE**

Once you have been employed as a full-time regular employee of the Company for more than one (1) year, you may request a personal leave of absence without pay. You must submit your request in writing and state the date the leave is to begin, the date of return to work and the reasons for the leave. You will receive either written approval or denial of the request. If approved, you must use your leave of absence for the approved reason or purpose. Paid time off, and seniority and other benefits are not earned during an unpaid leave of absence. Any paid holidays that fall within the leave of absence are not paid. If you fail to return to work on the scheduled date of return, you will be considered to have abandoned your position and voluntarily terminated your employment.

### **HEALTH, SAFETY, AND SECURITY**

#### **NON-SMOKING**

Smoking is not permitted in any Company buildings, facilities, work sites, or vehicles. Employees wishing to smoke should do so during their break times, outside Company buildings,



in designated areas, and in accordance with local ordinances.

## **DRUG AND ALCOHOL**

The Company is dedicated to providing employees with a workplace that is free of drugs and alcohol. The Company discourages drug and alcohol abuse by its employees. The Company has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the Company. Employees who are under the influence of a drug or alcohol on the job compromise Company interests, endanger the employees own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our products, and disruption of customer relations. Any identified usage of drugs or alcohol, or being under the influence of same during working hours will be grounds for discipline up to and including termination.

For the safety of our employees and patients the Company reserves the right to test any employee for the use of illegal drugs or alcohol. This may be done in cases where the employee's job carries a risk of injury or accident due to such use, or there is an apparent inability to perform the requirements required of that position. Specific jobs may, at the Company's discretion, require regular drug testing. Such a test may be conducted after an accident or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab, at the Company's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on the Company premises, performing Company-related duties, or while operating any Company equipment, is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect his or her personal safety or ability to perform the essential functions of the job and should advise his or her supervisor of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

The moderate use of alcohol at Company approved meetings, with business meals, travel, entertainment, or in an appropriate social setting, is not prohibited by this policy.

To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended to be in compliance.

## **REASONABLE ACCOMMODATIONS**

It is the policy of the Company to comply with all the relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities... The Company will not discriminate against any qualified employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges, or conditions of employment, including but not limited to hiring, advancement, discharge, compensation, and training.

Employees who become disabled should notify Management if the conditions of the disability impair their ability to perform the essential functions of their position. Where necessary and feasible, reasonable accommodations will be made for qualified disabled employees to perform the essential functions of the job in question, as long as the accommodation does not cause the Company undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a Management decision has been made in regard to the employee's immediate employment situation.

#### **SAFETY**

In the event you become injured or witness an injury during your work hours, you are to report it immediately to the nearest available management personnel. You are to render any assistance requested by Management. Any questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials. You should report all nonfunctioning hazardous office equipment to your immediate supervisor.

#### **WORKERS' COMPENSATION**

The Company provides insurance for all work-related injuries or illness. The name of the Company's workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all insurance benefits provided by the Company. These contracts shall not be limited, expanded or modified by any statements of Company personnel or Company documents. Any discrepancies shall be determined by reference to the insuring contracts.

#### **SECURITY**

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge.

Employees within the Company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their supervisor or a member of management. Any threat reported to a supervisor should be brought to the attention of the Office Manager. All reports will be carefully investigated by the Office Manager, and employee confidentiality will be maintained to the fullest extent possible.

## WORKPLACE GUIDELINES

### HOURS OF WORK

The standard workweek for the Company will begin at 12:01 a.m. Sunday, and end at midnight the following Saturday. The normal workweek for a full-time employee will consist of forty (40) hours, or more depending on the needs of the corporation.

The Company's retail hours are 9:00 a.m. to 6:00 p.m. Monday through Friday, 10 a.m. to 2:00 p.m. Saturday's.

You will be given your individual duty hours upon hire and at the time of any change in position. If your normal duty hours are changed or if the Company changes its operating hours, you will be given written notice to facilitate your personal planning.

### MEAL PERIODS

You are entitled to take a non-compensated meal period each workday of one (1) hour. Your one-hour meal period should be completed between the hours of 11:30 a.m. and 1:30 p.m. . The Office Manager must approve any variation in the normal schedule in advance.

No employee will be scheduled to work more than five (5) consecutive hours in a workday without taking a meal period. In no case may any meal period be waived to shorten an employee's work hours or to be used in lieu of time without pay. Any employee who is scheduled to work not more than six (6) hours in any workday, may, by mutual agreement between the Company and the employee, work without a meal period.

### REST PERIODS

Employees will take a ten-minute rest period during each half of a full workday.

Breastfeeding. In recognition of the well documented health advantages of breastfeeding for infants and mothers and as part of our family-friendly policies and benefits, NSP provides a supportive environment to enable breastfeeding employees to express their milk during work hours. Discrimination and harassment of breastfeeding mothers in any form is unacceptable and will not be tolerated by the Company.

NSP may require medical certification to support the stated intent of this policy. If you have any questions, please contact your Supervisor or Office Manager.

### ATTENDANCE / TARDINESS

Your attendance is a major concern of the Company. Unsatisfactory attendance, including tardiness and leaving work early, is unacceptable performance. You will be rated in your performance appraisal in the categories of attendance and punctuality.

If you are ill, injured or an unexpected emergency arises which prevents you from coming to work, you must notify your Supervisor no later than thirty (30) minutes before the start of your scheduled work day. If your Supervisor is not available, you should contact the

Office Manager or a member of Management. If you are physically unable to contact the Company, you should direct another person to make the contact on your behalf. Leaving a message with a fellow staff employee or with the answering service is not considered proper notification.

When you call in absent, you are to advise the Company of your expected date of return. Management reserves the right to require proof of illness, injury or accident, including a doctor's statement(s) or notice(s), for any temporary disability.

Repeated absences, excessive absences (excused or unexcused) or a pattern of absences are unacceptable job performance. If you are absent for three (3) consecutive days and have not provided proper notification, the Company will assume that you have abandoned your position and you may be treated as having voluntarily terminated your employment with the Company.

If you become ill at work, notify your supervisor immediately. If you are unable to perform your job task, you will be either sent to a doctor or your home. You will be paid only for time actually worked and may receive paid time off if eligible.

You shall be at your workstation, prepared to begin work at the start of your scheduled work time or resumption of your work duties. If you are not, you will be considered tardy. Excessive tardiness, whether excused or unexcused, constitute unacceptable work performance. The Company does not categorize tardiness as excused or unexcused. If you are tardy, your wages will be reduced by the amount of time you are tardy, calculated in whole minutes according to the Company's clock.

All absences are to be arranged for as far in advance as possible. This includes paid time off for other reasons. If a doctor or dental appointment must be scheduled during the workday, it should be scheduled as early in the morning or as late in the afternoon as possible. If you are a part time employee these types of absences should be taken care of on your day off.

Employees who use all of their paid time off for the year may not make up the time (including doctor's appointments) without special permission.

## **TRAVEL**

You may be required to attend out of town meetings or conferences on behalf of NSP. The following shall apply to all such travel:

- 1) Authorized and pre-approved expenses will be reimbursed in accordance with NSP policy as provided herein.
- 2) Travel on a regularly scheduled workday Monday–Saturday- will be paid as a regular day.

## **EXPENSE REIMBURSEMENT**

All out of pocket expenses incurred by you solely on behalf of NSP shall be reimbursed ONLY if you follow these requirements:

- 1) All expenses must be pre-approved in writing by Management.
- 2) All expenses must be submitted to Management as soon as possible after the expense

is incurred and must be supported by original written receipts attached to an NSP approved expense report form. Reimbursement will be provided only for reasonable and necessary expenses incurred in connection with business travel.

Payment to you for properly incurred and supported expenses will be made by NSP within 10 business days of receipt by Management of all required documentation.

## **PERSONAL APPEARANCE**

The Company is a professional business based on the trust and goodwill it engenders from patients, physicians, vendors and customers (collectively "Clients"). In addition to providing excellent services, Clients only do business with the Company if they are also treated with courtesy, patience and appropriate deference. You are to treat all Clients with the utmost courtesy. You will be evaluated in your performance appraisal in this category.

Since Clients tend to think of NSP in terms of the individual employees with whom they come in contact with at the Company, the way you perform your job and treat the individual Client will determine, in part, the Client's satisfaction with the Company. A good employee will approach his / her job duties and responsibilities with a positive attitude and respect. A neat personal appearance and good grooming habits reflect respect for yourself and your workplace.

Expensive clothing is not necessary for a well-groomed appearance. You are to wear clothing appropriate for a professional business office or as specified for pharmacy staff. If you have any questions, you should contact your Supervisor for counseling.

The following should be avoided:

- Jeans
- Shorts
- T-shirts or sweats
- Leggings without a dress
- Leotard without a dress
- Extremely tight or revealing clothing
- Extremes in makeup, nails, jewelry, or hairstyle

If you have clothing you feel is questionable, it is probably not appropriate for the office. Any questions in this regard should be directed to Management.

## **Solicitations and Distributions**

Employees must not solicit other employees in a face to face situation for any purpose during work hours. It is permissible to leave sale fundraiser type items in the break room and employees can take advantage if they so choose. There will be no distribution of literature of any kind for a cause on Company property.

## **CONFIDENTIALITY**

The rule of thumb to remember is that all information gathered by, retained or generated by the Company is confidential. There shall be no disclosure of any confidential information to anyone outside the Company without the appropriate written authorization by Management.



It is your duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax and e-mail. When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to your Supervisor or other Management without comment on your part. When any inquiry is made regarding any client, the inquiry must be forwarded to Management.

Confidential information shall be disclosed and/or discussed only on a "need to know" basis. Conversation of a confidential nature must never be held within earshot of the public or Clients.

## **BUSINESS GIFTS**

We want at all times to avoid the appearance of impropriety in the acceptance of gifts from business contacts or Clients. It is the express policy of the Company that you are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for yourself or for any other person or entity while working at NSP.

It is the express policy of the Company that you are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for yourself or for any other person or entity (other than your pay check from the Company) for or in connection with any transaction or business of the Company that has a value of \$50 or more. If you are promised, offered, or given anything of value from any member, perspective member, customer, or perspective customer for or in connection with any transaction or business of the Company, you are to advise your immediate Supervisor or Management at once.

## **CONFLICT OF INTEREST**

The Company is judged by the collective and individual performance of its officers and employees. The Company has a particular interest in preserving its reputation and the reputation of its employees for the utmost honesty and integrity. Thus, the Company holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with Clients or other activities do not subject you or the Company to question or undue criticism. You must refrain from engaging in any activity that could be in conflict with your status as a Company employee. This includes the use of your position with the Company for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, are improperly benefiting from your affiliation with the Company, or are violating laws governing fiduciary relationships. Good judgment and common sense are to supplement these provisions to avoid even the appearance of impropriety. To the extent there is a conflict or ambiguity between permissive conduct and that which is not permitted, the latter shall have precedence.

If you question the propriety of a transaction or activity, you should seek guidance from your supervisor or a member of management of the Company. If necessary, you should seek written approval.

## **OUTSIDE ACTIVITIES**

You may engage in outside employment or personal educational activities during non-

working hours, provided that such activities do not interfere with your job performance or constitute a conflict of interest. Prior to accepting outside employment, you are to notify Management in writing. The notice must contain the name of the potential employer, the title and nature of the position, the number of working hours per week and the time of scheduled work hours. If the position constitutes a conflict of interest or interferes with your Company job, at any time, you may be required to curtail or terminate such activity.

#### **REPORTING IRREGULARITIES**

It is the responsibility of each employee of the Company to report, immediately, any and all irregularities indicating actual or suspected existence of a loss, theft, fraud, embezzlement or similar impairment of Company funds or property, or suspicious persons or activity.

If you have actual or constructive knowledge of any irregularity, and do not report it to your Supervisor, you have engaged in unacceptable job performance.

#### **INSPECTIONS / SEARCHES**

Any items or parcels taken out of or off Company premises or property (or property controlled by the Company) are subject to inspection/search. Your desk, workstation, work area, computer terminal, memory, files, etc. and your voice mail are subject to inspection/search at any time. The Company may monitor any telephone, text or email conversation you have on Company owned or controlled equipment, premises or property. While on Company owned or controlled premises or property, your vehicle, meal containers, purse, etc., as well as yourself, are subject to inspection/search. Any inspection/search conducted by the Company or its designee may occur at anytime, with or without notice.

You are prohibited from placing any passwords or restrictors on any document, computer or computer software without the prior authority of management. Any password or restrictor must be revealed to and maintained by a second authorized NSP source. Removing, changing, deleting or erasing any Company information, without the appropriate authorization, is strictly prohibited.

#### **ELECTRONIC ASSETS USAGE**

The Company recognizes that use of the Internet has many benefits for the Company and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the Company and others at risk.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner:

- The Company Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or x-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon the Company or be contrary to the Company best interests;

and any illegal activities – including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail – are forbidden.

- Copyrighted materials belonging to entities other than the Company may not be transmitted by employees on the Company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "web address") to the person who may be interested in the information and have that person look at it on his / her own.
- Do not use the system in a way that disrupts its use by others. This includes excessive bandwidth usage that is for other than an NSP authorized business purpose, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)
- The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. **DO NOT DOWNLOAD AND/OR INSTALL ANY PROGRAMS THAT ARE NOT AUTHORIZED BY MANAGEMENT AND THAT DO NOT SERVE AN NSP BUSINESS PURPOSE.** Instructions on how to check for viruses are available through the IT Support. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- Each employee is responsible for the content of all text, audio or images that he/she places or sends over the Company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the Company's name is attached to all messages so use discretion in formulating messages.
- E-mail is not guaranteed to be private or confidential. All electronic communications are Company property. Therefore, the Company reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage at any time and for any reason without your permission. Also, the Internet is not secure so don't assume that others cannot read or possibly alter your messages.
- Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Company.

All Company-supplied technology, including computer systems and Company-related work records, belong to the Company and not the employee. The Company routinely monitors usage patterns for its e-mail and Internet communications and usage. Although encouraged to explore the resources available on the Internet, employees should use discretion in the sites that are accessed. Company computer systems and equipment may not be used to access the internet for personal purposes except as authorized by Management in advance. Any access to social media sites must be for an NSP business purpose as part of your job duties and authorized by Management in advance.

Since all the computer systems and software, as well as the e-mail and Internet connection, are Company-owned, all Company policies are in effect at all times. Any employee who abuses the privilege of Company-facilitated access to e-mail or the Internet, may be denied

access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

#### **PHONE USAGE**

The telephones of the Company are to be restricted to business calls for Company business only. All employees are required to be professional and conscientious at all times when using Company phones and to refrain from usage of personal cell phones during work hours including for voice, texting and downloading of web content unless authorized in advance by your Supervisor.

#### **PERSONAL PROPERTY**

The Company is not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal possessions. You should refrain from having your personal mail sent to the Company because mail may be automatically opened.

Your work area and any other Company property are subject to inspection / search at any time, with or without notice. Desks and office areas are to be kept as neat and organized as possible with no confidential or patient specific information displayed for observation by unauthorized personnel.

### **EMPLOYMENT SEPARATION**

#### **RESIGNATION**

Non-exempt employees are requested to provide a minimum of two (2) weeks written notice of their intent to resign. Exempt employees are requested to provide a minimum of four (4) weeks written notice. Your notice of resignation to voluntarily terminate employment with the Company should be submitted to your Supervisor or a member of Management. An exit interview may be requested.

#### **TERMINATION**

All employment with the Company is "at will" employment. This means that you have not been hired for a specified duration, but that you can terminate your employment or the Company can terminate your employment at any time, with or without cause, and with or without prior notice. Your at-will employment status can only be changed by a written agreement between you and the Company, signed by both you and an authorized Officer of the Company.

Upon separation of your employment you are to remove your personal possessions from the Company premises. You will be paid for all unused vested vacation time. Upon separation, you are not entitled to severance pay or continuing benefits, except at the sole discretion of Management or as required by law.

#### **RETURN OF COMPANY PROPERTY**

Any Company property issued to employees, such as computer equipment, keys, tools,

parking passes or Company credit or debit cards, must be returned to the Company at the time of termination. Employees will be responsible for any lost or damaged items.

## **MISCELLANEOUS**

### **AUTOMOBILE ACCIDENT**

If you are involved in an automobile accident while on Company business (personal or Company car) you must report the accident to your Supervisor immediately. You should request and obtain a police report and police investigation at the scene of the accident.

You are not to drive a personal vehicle for Company business unless authorized to do so. If your job requires you to operate your personal vehicle, you shall be required to submit proof of a current and valid state driver's license and adequate insurance to protect the Company.

If you use your own vehicle, either by authorization or requirement, to carry out the business of the Company, you must submit a photocopy of the cover page of your insurance policy covering that vehicle as proof of that insurance. Insurance must be maintained current as a term and condition of continuing employment for that particular position.

### **PARKING**

The Company provides you with parking at no cost. All parking is at your own risk. It is recommended that you lock your car and take other appropriate safeguards. You are not to park in areas reserved for visitors or Clients.



ACKNOWLEDGEMENT

I, the undersigned acknowledge, receipt of the National Specialty Pharmacy LLC Employee Handbook and that I am subject to all provisions contained therein while employed by NSP.

The contents of the Employee Handbook are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to read the Handbook and to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of the Company that I am made aware of either in writing or verbally by NSP Management.


It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between myself and the Company. It is further understood that neither the Handbook nor any policy of the Company is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the Company or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with the Company only under certain circumstances or after certain events.

Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and an appropriate officer of the Company, specifically changing my at-will employment status. I have neither been requested to nor have I signed any such document.

My at-will employment status with the Company has been fully explained and I have been given an opportunity to ask any questions regarding Company policies and my at-will employment status. No representative of the Company has made any promise or other statements implying employment will be other than what has been stated above.

5-21-18  
Dated

  
Signature

MAYBELLINE ASH  
Print Name

Date:06/28/2023

Company name: National Specialty Pharmacy

Management:


This letter is to inform you that I am resigning from my position as Regional Account Executive at National Specialty Pharmacy, effective June 26, 2023.

It has been an absolute pleasure working at NSP and I am truly grateful for the opportunities you have afforded me. My last working day will be 07/14/2023.

I intend to continue working at the highest quality level until my final day of employment. If there is anything you would like me to do to facilitate a smooth transition during this time, please let me know.

Sincerely,

Rayne Bridges

A handwritten signature in black ink, appearing to read 'R. Bridges', with a stylized flourish at the end.

**National Specialty Pharmacy**

3022 W Post Rd  
Las Vegas, NV 89118

**CONFLICT OF INTEREST CERTIFICATION**

Certification is required **annually** for all Facility Owner(s), Managers, Licensed Professionals, BOC Certificants, Directors, Corporate Officers and Workforce Members.

*Examples of activities commonly viewed as creating conflicts of interest include:*

- Having significant financial interests in patients, suppliers or competitors
- Working for a competitor, without the knowledge of management
- Self-employment in competition with the organization
- Soliciting or accepting gifts or gratuities from suppliers or patients
- Using the facility's equipment and supplies for personal gain
- Unauthorized use of confidential, privileged or proprietary information obtained in connection with my position at National Specialty Pharmacy, or use of such information for my personal benefit or the personal benefit of another
- Or other activities which may influence or have financial implications.

*I hereby attest that I am free of any conflict of interest in the delivery of Medicare Part B and D benefits.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

12/16/22

Printed Name: \_\_\_\_\_

Rayne Bridges

Title/Position: \_\_\_\_\_

Lead Sales Account Executive

**NATIONAL SPECIALTY PHARMACY, LLC**  
**AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION,**  
**AND INVENTION ASSIGNMENT AGREEMENT**

As a condition of my employment with National Specialty Pharmacy, LLC, its subsidiaries, affiliates, successors or assigns (together, the “**Company**”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this National Specialty Pharmacy, LLC At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (this “**Agreement**”):

**1. AT-WILL EMPLOYMENT**

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES “AT-WILL” EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE AN AUTHORIZED REPRESENTATIVE OF NATIONAL SPECIALTY PHARMACY, LLC ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY.

**2. APPLICABILITY TO PAST ACTIVITIES**

National Specialty Pharmacy, LLC and I acknowledge that I have been engaged to provide services by National Specialty Pharmacy, LLC for a period of time prior to the date of this Agreement (the “**Prior Engagement Period**”). Accordingly, I agree that if and to the extent that, during the Prior Engagement Period: (i) I received access to any information from or on behalf of Company that would have been “Company Confidential Information” (as defined below) if I received access to such information during the period of my employment with Company under this Agreement; or (ii) I conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an “Invention” (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the period of my employment with Company under this Agreement; then any such information shall be deemed “Company Confidential Information” hereunder and any such item shall be deemed an “Invention” hereunder, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.

**3. CONFIDENTIALITY**

A. *Definition of Confidential Information.* I understand that “**Company Confidential Information**” means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or

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own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists, patient and physician information, and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by Company to me; (ii) becomes publicly known or made generally available after disclosure by Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by Company as shown by my then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

B. *Nonuse and Nondisclosure.* I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of an authorized representative of the Company. Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the General Counsel of National Specialty Pharmacy, LLC. I agree that I obtain no title to any Company Confidential Information, and that as between Company and myself, National Specialty Pharmacy, LLC retains all Confidential Information as the sole property of National Specialty Pharmacy, LLC I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 3.B** shall continue after termination of my employment.

C. *Former Employer Confidential Information.* I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with



which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, physicians, patients, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty under HIPAA and on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all laws, regulations and Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any law, regulation or Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company and the relevant regulatory agencies.

#### 4. OWNERSHIP

A. *Assignment of Inventions.* As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in **Section Error! Reference source not found.** below (collectively, "**Inventions**"), are the sole property of National Specialty Pharmacy, LLC I also agree to promptly make full written disclosure to National Specialty Pharmacy, LLC of any Inventions, and to deliver and assign and hereby irrevocably assign fully to National Specialty Pharmacy, LLC all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to National Specialty Pharmacy, LLC of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials.* I will inform National Specialty Pharmacy, LLC in writing before incorporating any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company (“**Prior Inventions**”) into any Invention or otherwise utilizing any such Prior Invention in the course of my employment with the Company; and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention without National Specialty Pharmacy, LLC’s prior written permission. I have attached hereto as Exhibit A, a list describing all Prior Inventions or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement.

C. *Moral Rights.* Any assignment to National Specialty Pharmacy, LLC of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of National Specialty Pharmacy, LLC at all times.

E. *Further Assurances.* I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 4.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact.* I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to National Specialty Pharmacy, LLC in **Section 4.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

## 5. CONFLICTING OBLIGATIONS

A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships.* Without limiting **Section 5.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

## 6. RETURN OF COMPANY MATERIALS

A. *Definition of Electronic Media Equipment and Electronic Media Systems.* I understand that "**Electronic Media Equipment**" includes, but is not limited to, computers, external storage devices, thumb drives, handheld electronic devices, telephone equipment, and other electronic media devices. I understand that "**Electronic Media Systems**" includes, but is not limited to, computer servers, messaging and email systems or accounts, and web-based services (including

cloud-based information storage accounts), whether provided for my use directly by the company or by third-party providers on behalf of the company.

B. *Return of Company Property.* I understand that anything that I created or worked on for the Company while working for the Company belongs solely to the Company and that I cannot remove, retain, or use such information without the Company's express written permission. Accordingly, upon separation from employment with the Company or upon the Company's request at any other time, I will immediately deliver to National Specialty Pharmacy, LLC, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all Company equipment including all Company Electronic Media Equipment, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 4.D.**

C. *Return of Company Information on Company Electronic Media Equipment.* In connection with my obligation to return information to the Company, I agree that I will not copy, delete, or alter any information, including personal information voluntarily created or stored, contained upon my Company Electronic Media Equipment before I return the information to the Company.

D. *Return of Company Information on Personal Electronic Media Equipment.* In addition, if I have used any personal Electronic Media Equipment or personal Electronic Media Systems to create, receive, store, review, prepare or transmit any Company information, including but not limited to, Company Confidential Information, I agree to make a prompt and reasonable search for such information in good faith, including reviewing any personal Electronic Media Equipment or personal Electronic Media Systems to locate such information and if I locate such information I agree to notify the Company of that fact and then provide the Company with a computer-useable copy of all such Company information from those equipment and systems; and I agree to cooperate reasonably with the Company to verify that the necessary copying is completed (including upon request providing a sworn declaration confirming the return of property and deletion of information), and, upon confirmation of compliance by the Company, I agree to delete and expunge all Company information.

E. *No Expectation of Privacy in Company Property.* I understand that I have no expectation of privacy in Company property, and I agree that any Company property situated on Company premises, or held by third-party providers for the benefit of the company, is subject to inspection by Company personnel at any time with or without further notice. I also understand and agree that as it relates to the Company's desire to protect its confidential and proprietary information, I have no expectation of privacy as to any personal Electronic Media Equipment or personal Electronic Media Systems that I have used for Company purposes. I further agree that the Company, at its sole discretion, may have access to such personal Electronic Media Equipment or personal Electronic Media Systems to retrieve, destroy, or ensure the permanent deletion of Company information from such equipment or systems. I also consent to an exit interview and an



audit to confirm my compliance with this **Section 6**, and I will certify in writing that I have complied with the requirements of this **Section 6**.

**7. TERMINATION CERTIFICATION**

Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep National Specialty Pharmacy, LLC advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

**8. NOTIFICATION OF NEW EMPLOYER**

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

**9. SOLICITATION OF EMPLOYEES**

To the fullest extent permitted under applicable law, I agree that during my employment and for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I will not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. I agree that nothing in this **Section 9** shall affect my continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Section 3**.

**10. CONFLICT OF INTEREST GUIDELINES**

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit D hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

**11. REPRESENTATIONS**

Without limiting my obligations under **Section 4.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

**12. AUDIT**

I acknowledge that I have no reasonable expectation of privacy in any computer, handheld device, telephone, voicemail, email or other technology system that is used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these



systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all Company network traffic to and from any computer, handheld device, telephone, voicemail, email or other technology system I may use to access the Company's internal networks. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

### 13. MISCELLANEOUS

A. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the State of California without regard to California's conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against me by the Company.

B. *Assignability.* This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, National Specialty Pharmacy, LLC may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of National Specialty Pharmacy, LLC's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Entire Agreement.* This Agreement, together with the Exhibits herein and any executed written offer letter between me and the Company, to the extent such materials are not in

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conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, compensation, conditions or any other terms of my employment will not affect the validity or scope of this Agreement.

D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Severability.* If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

F. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the an authorized representative of National Specialty Pharmacy, LLC and me. Waiver by National Specialty Pharmacy, LLC of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

Date:

12/7/22

Signature



Name of Employee (typed or printed)

Rayne Bridges

Witness:

Signature

Name (typed or printed)

**EXHIBIT A**

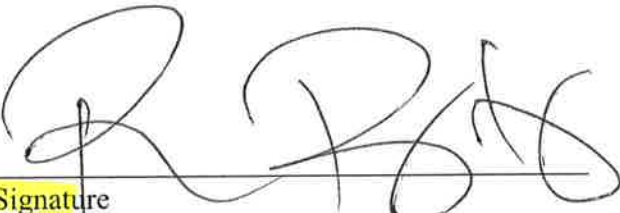
**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
--------------	-------------	--

☒ No inventions or improvements

☐ Additional Sheets Attached

Date: 12/8/22

  
Signature

Rayne Bridges  
Name of Employee (typed or printed)

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**EXHIBIT B**

RESERVED

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**EXHIBIT D**

**NATIONAL SPECIALTY PHARMACY, LLC CONFLICT OF INTEREST GUIDELINES**

It is the policy of National Specialty Pharmacy, LLC to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.
12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.
13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher

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management for review. Violations of this conflict of interest policy may result in discharge without warning. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

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**EMPLOYEE HANDBOOK**

**REVISED JUNE 2014**

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## **INTRODUCTION**

### **WELCOME TO NATIONAL SPECIALTY PHARMACY LLC!**

We're very happy to welcome you to National Specialty Pharmacy ("NSP" or the "Company"). Thank you for joining us! We want you to feel that your association with NSP will be a mutually beneficial and pleasant one.

You have joined an organization that takes pride in quality pharmacy compounding and exceptional customer service for both patients and physicians. Credit for this goes to every one of our employees. We hope you too will find satisfaction and take pride in your work here.

### **HANDBOOK PURPOSE**

This Employee Handbook is presented as a matter of information and has been prepared to inform you about the Company's philosophy, employment practices, policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. While this handbook is not intended to be a book of rules and regulations, it does include some important guidelines about which you should be aware. Except for the at-will employment provisions, the Handbook can be amended at any time.

This Employee Handbook will not answer every question you may have, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. Your manager will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find NSP an enjoyable and gratifying place to work.

No one other than authorized management may alter or modify any of the policies in this Employee Handbook. No statement or promise by a supervisor, manager, or department head is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable or invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

We ask that you read this Employee Handbook carefully, become familiar with the Company and our policies, and refer to it whenever questions arise.



## **EMPLOYMENT**

### **EQUAL EMPLOYMENT**

It is the established policy of National Specialty Pharmacy LLC, to provide equal employment opportunities to all qualified persons and to administer all aspects and conditions of employment without regard to race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical or mental disability, medical condition, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local laws. The Company takes allegations of discrimination, harassment and retaliation very seriously and will promptly conduct an investigation when warranted.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence, and termination.

### **BACKGROUND CHECKS**

Prior to making an offer of employment, the Company may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, and / or criminal record and credit checks. Third-party services may be hired to perform these checks.

### **AT-WILL NOTICE**

The contents of the Employee Handbook are presented as a matter of information. While this Handbook is not intended to be a book of rules and regulations it does include some important guidelines, which you should know. Except for the at-will employment provisions (see pg.29), the Handbook can be amended at any time. The Handbook, the plans, policies, and procedures described herein and the language used herein, are not intended to create, or is it to be construed to constitute, a contract between the Company and any or all of its employees. Likewise, neither is this Employee Handbook, the plans, policies and procedures described herein, nor the language used herein, intended to be or is, a guarantee or promise of employment or continuing employment.

You are not hired for any definite or specified period of time even though your wages are paid regularly. You are an at-will employee of the Company and your employment can be terminated at any time, with or without cause and with or without prior notice. Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by you and an Officer of the Company. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other Company document or written or verbal statement or policy.

### **ANNIVERSARY DATE**

The employee's date of hire is his or her official employment anniversary date.

## **IMMIGRATION LAW COMPLIANCE**

All individuals hired by the Company will be required to establish and certify their identity and right to work in the United States. Each individual employed by the Company will be required to produce, within three (3) days, proof of his/her identity and eligibility to work in the United States. Each individual hired by the Company will be required to certify on the appropriate Form I-9 his / her identity and right to work in the United States.

## **INTRODUCTORY PERIOD**

Your first ninety (90) days of employment at the Company are considered an introductory period. This introductory period will be a time for getting to know your fellow employees, your manager and the tasks involved in your job position, as well as becoming familiar with the Company's products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This introductory period is a try-out time for both you, as an employee, and the Company, as an employer. During this introductory period, the Company will evaluate your suitability for employment, and you can evaluate the Company as well. At any time during this first ninety days, you may resign. If, during this period, your work habits, attitude, attendance, performance, or other relevant factors do not measure up to our standards, we may release you.

At the end of the introductory period, your manager will discuss your job performance with you. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Please also understand that completion of the introductory period does not imply that you now have a contract of employment with the Company, other than at-will. Completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from the Company of more than one year is considered an introductory employee during their first 90 days following rehire.

## **EMPLOYMENT CLASSIFICATIONS**

The Company has established the following Employee Classifications for compensation and benefit purposes only. Management will inform you of your classification, status, and responsibilities at the time of hire, rehire, promotion, or at any time a change in status occurs. These classifications do not alter your at-will employment status.

**Regular Full-Time Employee:** An employee who is scheduled to work no less than 100% of the scheduled work hours in a work week on a fixed work schedule (not less than 40 hours). The employee may be exempt or non-exempt and is eligible for all employment benefits offered by the Company.

**Regular Part-Time Employee:** An employee who is scheduled to work less than 40 hours in a workweek. Regular part-time employees are not eligible for paid time off or employee benefits.

- Temporary Employee: An employee who is scheduled to work on a specific need of the Company. The employee will not receive any benefits unless specifically authorized in writing. The employee is non-exempt and is compensated on an hourly basis.
- Exempt: Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay or compensatory time off requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet his/her work responsibilities. This includes all coordinators and corporate officers.
- Non-exempt: Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for overtime hours worked. Unless notified otherwise in writing by Management, all employees of the Company are exempt.

## **PERSONNEL RECORDS**

The Company will maintain various employment files while you remain an employee of the Company. Examples of these files are: Your personnel file, your attendance file, your I-9 file and files for medical purposes. If you should have any changes with respect to personal information, such as a change in your home address and telephone number or a change of name, you are required to notify your supervisor so the appropriate changes can be made in your files.

Your files have restricted access. You and management, or its designated agents, may have access. In the event that you wish to review your personnel file, you must do so in the presence of management or designee. You may review your personnel file by making a written request to management. The written request will become a permanent part of your file.

## **EMPLOYEE REFERENCES**

The Company makes strict provision regarding information provided to people outside the Company for current and former employees. This information is restricted to the employment dates and positions held in the Company for that person. This is done to protect the Company and its employees. This information will only be released by authorized management.

## **JOB VACANCIES**

It is the policy of the Company to promote qualified individuals from within rather than to select persons from outside the organization to fill vacancies in established positions or to fill newly created positions.

## **JOB POSTINGS**

When job openings occur, the Company will, at its discretion, post those openings in order to provide Company employees the opportunity to submit their applications.

## **TRANSFERS**

Management reserves its right to place you where and in whatever jobs it deems necessary. All job transfers, job changes, reassignments, promotions or lateral transfers are at the discretion of the Company.

## **EMPLOYMENT OF RELATIVES**

The Company does not have a general prohibition against hiring relatives. However, a few restrictions have been established to help prevent problems of safety, security, supervision and morale.

While we will accept and consider applications for employment from relatives, close family members such as parents, grandparents, children, spouses, brothers and sisters, or in-laws, generally may not be hired into positions where they have access to sensitive information regarding a close family member, or if there is an actual or apparent conflict of interest.

## **SENIORITY**

Seniority is your length of continuous service commencing on the date of hire at the Company. Should you leave the Company's employ and subsequently be rehired, seniority will begin as a new employee on the date of rehire. Seniority does not accrue during leaves of absence without pay or leaves of absence that exceed thirty (30) calendar days, except for paid vacations.

## CONDUCT AND BEHAVIOR

### GENERAL GUIDELINES

Orderly and efficient operation of the Company requires that employees maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing herein is intended or shall be construed to change or replace, in any manner, the "at-will" employment relationship between the Company and you. The Company views the following as inappropriate behavior:

- (1) Negligence, carelessness or inconsiderate treatment of Company patients and / or their matters / files.
- (2) Theft, misappropriation, or unauthorized possession or use of property, documents, records or funds belonging to the Company, or any patient or employee; removal of same from Company premises without authorization.
- (3) Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- (4) Obtaining unauthorized confidential information pertaining to patients or employees.
- (5) Changing or falsifying patient records, Company records, personnel or pay records, including time sheets without authorization.
- (6) Willfully or carelessly damaging, defacing or mishandling property of a patient, the Company or other employees.
- (7) Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to Management.
- (8) Entering Company premises without authorization.
- (9) Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
- (10) Unauthorized use of a personal vehicle for Company business.
- (11) Rude, discourteous, or unbusiness-like behavior; creating a disturbance on Company premises or creating discord with clients or fellow employees; use of abusive language.
- (12) Insubordination or refusing to follow instructions of the immediate supervisor or management; refusal or unwillingness to accept a job assignment or to perform job requirements.
- (13) Failure to observe scheduled work hours, failure to contact supervisor in the event of illness or any absence within thirty (30) minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
- (14) Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- (15) Sleeping or loitering during regular working hours.
- (16) Recording time for another employee or having time recorded to or by another employee.
- (17) Use or possession of intoxicating beverages or illegal use or possession of narcotics or drugs, on Company premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance.
- (18) Unauthorized possession of a weapon on Company premises.
- (19) Gambling on Company premises.
- (20) Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on





Company property. These activities are closely controlled in order to prevent disruption of Company services and to avoid unauthorized implication of Company sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the Company business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of the Company is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on Company property at all times.

- (21) Falsification of one's employment application, medical or employment history.
- (22) Unlawful or unbusiness-like conduct, on or off Company premises, which adversely affects the Company services, property, reputation or goodwill in the community, or interferes with work.
- (23) Willful or negligent conduct that violates the requirements of HIPAA.

#### **ANTI-HARASSMENT**

The Company affirms its commitment to provide a work environment free from intimidation and harassment. Abuse of the dignity of anyone through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct is offensive employee behavior. If you harass another employee of the Company or applicant to the Company because of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or any other protected classification, in accordance with applicable federal, state, and local laws, you will be subject to disciplinary action, including discharge. Likewise, if you feel you have been the object of harassment or intimidation based upon the aforementioned, you are to advise your supervisor, follow the normal open-door policy or, in the event of sexual harassment, institute the procedure indicated below.

Sexual harassment is a form of sex discrimination, which includes gender-based harassment of a person of the same or opposite sex as the harasser. It is the express policy of the Company that sexual harassment of employees or applicants, by you or agents of the Company, is unacceptable and will not be tolerated. Unwelcome or unwanted sexual advances, requests for favors or other visual, verbal or physical conduct will be deemed sexual harassment when:

- (1) Submission to such conduct is explicitly or implicitly a condition of employment;
- (2) Submission to or rejection of such conduct is used as the basis of employment decisions; and
- (3) Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination. The Company further recognizes that allegations of this type of discrimination may have serious effects on innocent women and men. Therefore, the Company has devised two procedures to process a sexual harassment complaint. First, the normal complaint procedure as set forth herein may be utilized. Second, if the employee desires confidentiality, the following procedure may be requested:

- (1) Any employee who believes he or she has been the subject of sexual harassment should report the alleged act(s) promptly (within two working days) to a member of



management or designee, giving details as related to the complaint.

- (2) Management or designee, upon receipt of the complaint, shall take immediate and appropriate steps to investigate the complaint. Confidentiality is mandatory to the maximum extent possible.
- (3) Following the investigation of the complaint, management or designee shall weigh the facts and determine the validity of the charge. If the complaint is determined to be valid, the offender(s) shall face immediate and appropriate disciplinary action based upon the severity of the charge. This may include written warning and / or suspension, and / or discharge. If the offender is a supervisor he / she may be demoted. If the complaint is found invalid, the complaining party may request Step 2 of the normal complaint procedure.

### **COMPLAINT PROCEDURE**

The Company subscribes to the open door policy. You may bring a particular complaint to your supervisor for resolution. When matters cannot be handled on an informal basis, the Company has established a formal procedure for a fair review of any work related controversy, dispute or misunderstanding. A complaint may be brought by one or more employees concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner.

Step 1 - The complaint must be submitted in writing to management or designee within three (3) working days of the incident. A written request for a meeting must be submitted simultaneously. Generally, a meeting will be held within three (3) working days of the employee's request depending upon scheduling availability. Witnesses will be allowed as necessary. If the problem is not resolved during this meeting management or designee will give the employee a written resolution within three (3) working days. If the employee is not satisfied, the employee may proceed to Step 2.

Step 2 - If the employee is not satisfied after Step 1, the employee may submit a written request for review of the complaint and Step 2 solution to the President or his/her designee. Such a request must be made within three (3) working days following the receipt of the Step 1 resolution. The President or appointed representative will review the complaint and proposed solution and may call a further meeting to explore the problem. This meeting is to be attended by the employee concerned, the employee's immediate supervisor, and any other employee of the Company whom the aggrieved employee chooses. The President or appointed representative will render the final decision within ten (10) working days after receiving the Step 2 request, assuming scheduling availability. The decision will be given to the employee in writing and will become part of the employee's personnel file.

### **CORRECTIVE ACTION**

A high level of job performance is expected of you. In the event that your job performance does not meet the standards established for your position, you should seek assistance from your supervisor to attain an acceptable level of performance. If you fail to respond to or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

It is the policy of the Company to regard discipline as an instrument for developing total

job performance rather than as punishment. Corrective action is one tool the Company may select to enhance job performance. The Company is not required to take any disciplinary action before making an adverse employment decision, including discharge. Corrective action may be in the form of a written or oral reprimand, notice(s) of inadequate job performance, suspension, discharge or in any combination of the above, if the Company so elects. The Company reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If you violate established Company procedures, guidelines, or exhibit behavior that violates commonly accepted standards of honesty and integrity or creates an appearance of impropriety, the Company may elect to administer disciplinary action.

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## **COMPENSATION**

### **PAY PERIODS**

The designated pay period for all employees is bi weekly. Thursday every two weeks is your payday. There are 26 pay periods in the year. There are two months of the year where there are three pay periods in a month.

Paychecks are preferred to be direct deposited into your bank. If you are receiving a live check the office manager will give you that on the Thursday that is a designated payday.

### **PAY ADJUSTMENTS**

All pay increases are based upon merit and market factors. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

Your pay also may be adjusted downward. Salary decreases may take place when there is: job restructuring, job duty changes, job transfers, or adverse business economic conditions.

The Company complies with all applicable federal and state laws with regard to payment of overtime work.

Employees are required to work overtime when assigned. Any overtime you work must be authorized by management, in advance. Working unauthorized overtime or refusal or unavailability to work overtime is not acceptable work performance, subject to discipline including but not limited to termination. Overtime is for nonexempt employees only.

### **PERFORMANCE EVALUATION**

You will receive an appraisal of your job performance upon the completion of one year of employment and annually thereafter. This evaluation may be either written or oral. Such evaluation may not occur exactly on the anniversary date, but thereabout, at the discretion of management.

If in this appraisal you are given an evaluation sheet or other written document, you will be required to sign it. Your signature does not necessarily indicate that you agree with all the comments, but merely that you have had the opportunity to examine the evaluation and fully discuss the contents of it with your supervisor. The completed and signed evaluation form will be placed in your personnel file. You may receive a copy of the performance evaluation if you so desire.

Because pay increases are based on merit, the performance evaluation is an important element in the merit review. In addition to the formal annual review, informal counseling sessions may be conducted from time to time.

### **PROMOTIONS**

The Company is most interested in providing maximum opportunity for your advancement within the Company if advancement opportunities are available. Accordingly,

present employees of the Company may be considered for promotions and may be preferred for promotion before any new employees are hired to fill vacancies that may arise. Of course the Company retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors.

#### **DEMOTION**

Demotion is a reduction in responsibility usually accompanied by a reduction in salary. If and when a demotion occurs, you may maintain your seniority with the Company.

#### **WORK ASSIGNMENTS**

In addition to specific duties that may accompany an individual's job responsibilities, each job also includes "and other assigned duties." From time to time, you may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant. You will be compensated at your regular rate of pay while performing other assigned duties on a temporary basis.

#### **MILEAGE REIMBURSEMENT**

The Company will reimburse employees at the business standard mileage rate per IRS requirements for miles traveled by the employee in the employee's car when asked to travel during a regular work day. Also if asked to run an errand for the office during work hours, etc. The current rate, as of 5/1/2014 is 56 cents /mile. You must provide the accurate mileage within 7days in order to be reimbursed.

#### **ADVANCES AND LOANS**

The Company does not give salary advances or loans to its employees.



## BENEFITS

### HOLIDAYS

Regular full-time employees are entitled to the following six paid holidays observed by the Company:

New Year's Day . . . . .	January 1 <sup>st</sup>
Memorial Day . . . . .	Last Monday in May
Independence Day . . . . .	July 4th
Labor Day . . . . .	First Monday in September
Thanksgiving . . . . .	Fourth Thursday in November
Christmas . . . . .	December 25th

Other days or parts of days may be designated as holidays with pay. No holiday pay will be paid to an employee who is on an unpaid status, on any leave or absent due to workers' compensation. If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

Without special consent of Management, absences (other than previously scheduled paid time off) immediately before or after a holiday will be treated as unpaid absences. You must work the business days preceding and following the holiday in order to be paid for the holiday, unless you provide Management with a written medical excuse from your doctor.

### PAID TIME OFF

All full-time regular employees generally will accrue paid time off according to the following schedule.

Employment Years	PTO Earned Per Month
Years One through Five	10.67 Hrs,
Years Six and beyond	14.00 Hrs

Paid time off begins to accrue at the commencement of employment and accrues on a monthly basis. New employees should not use any time off during the 90 day probationary period and it is preferred no time be taken in the first six months so the employee can bank hours. Accrued time off can be used for whatever purpose the employee wishes. It is not necessary to reveal the reason for the time off request.

Any employee taking time off when they have none accrued will be affecting their attendance record negatively.

No more than 40 hours of paid time off can be carried over from one year to the next. Year being based on your anniversary date not the calendar year.

Employees are not paid wages in lieu of unused paid time off. All accrued paid time off not taken at the time an employee leaves employment will be paid upon departure.



**Paid time off needs to be scheduled with the appropriate Management with sufficient notice so as to not disrupt the workplace This is generally at least 4 weeks before any anticipated PTO .** No employee is permitted to take more than two consecutive weeks of paid time off at one time without prior permission from Management. Without special permission no more than one employee from the department should be gone at the same time.

PTO must be recorded in the Paylocity system, or other payroll system and given to Wenda Puzzo BEFORE it is taken

## **FAMILY MEDICAL LEAVE**

The federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 requires employers with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy. (Note: Employees with any further questions about their eligibility for FMLA leave should contact the NSP Office Manager or HR Representative for more information.)

Employees are eligible for FMLA leave if they:

1. Have worked for the Company for at least 12 months in the last 7 years;
2. Have worked at least 1,250 hours for the Company during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius.

**Basic FMLA Leave.** Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

**Military Family Leave.** There are two types of Military Family Leave available:

1. *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:
  - o Short-notice deployment (up to 7 days of leave)
  - o Attending certain military events
  - o Arranging for alternative childcare
  - o Addressing certain financial and legal arrangements

- Periods of rest and recuperation for the service member (up to 5 days of leave)
  - Attending certain counseling sessions
  - Attending post-deployment activities (available for up to 90 days after the termination of the covered servicemember's active duty status)
  - Other activities arising out of the servicemember's active duty or call to active duty and agreed upon by the Company and the employee
2. *Leave to care for a covered service member.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

After the leave, the employee must be restored to the same or essentially-same position held before the leave. Health care benefits will be maintained during the leave.

#### **TEMPORARY DISABILITY LEAVE**

The Company recognizes that a temporary disability may preclude your attendance at work. In such cases, the Company does not have a predetermined specified period of time in which this unpaid leave is granted. Rather, the Company will attempt to reasonably accommodate your needs as well as the needs of the Company. If a leave is granted, any extensions will be subject to the same considerations.

Your request for a temporary disability leave must be in writing. That request should be accompanied by a doctor's statement identifying the temporary disability, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. At any time during a temporary leave, Management may request that you furnish a written statement(s) of your health. Prior to returning to employment with the Company, you will be required to submit written medical certification of your ability to work, including any restrictions. Upon your return to work, if you qualify, you will be reinstated to your former position or one that is substantially the same, "depending upon the availability of any position at that time."

Employees are responsible for paying for the full cost of their own health insurance premiums for any leave lasting 4 weeks or more except for pregnancy leave.

Employees do not accrue paid time off during a leave of absence no matter what the circumstances. "Employer cannot guarantee, except for a pregnancy leave, that employee's former position, or any position, will be available upon the expiration of the scheduled leave."

The Company observes and complies with all federal and state medical leave regulations that pertain to our employees. This includes the federal Family Medical Leave Act and any state FMLA provisions that might apply.

Any unused accrued paid time off shall be used prior to the effective date of the temporary disability leave except for pregnancy disability leave. You may request payment of

any vested, but unused paid time off prior to the effective date of the temporary disability leave.

#### **MEDICAL INSURANCE**

All regular full time employees working at least 40 hours per week are entitled to benefits under the Company's paid medical insurance plans, as may be in effect from time to time. The Company reserves the right to change or terminate medical plans or other benefits at any time.

New full-time employees joining the Company will be eligible for coverage on the first day of the month following completion of the probationary period. New employees, with the permission of the Company, may elect not to be covered, provided the percentage of employees not covered is within the plan.

#### **CONTINUATION OF BENEFITS**

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after either voluntary or involuntary termination, if the employer has 20 or more employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

##### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

##### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

##### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

#### **MILITARY LEAVE**

If you are on an extended military leave of absence, you are entitled to be restored to your previously held position or similar position, if available, without loss of any rights, privileges or benefits provided you meet the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United

States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from your commanding officer is required to establish the dates of duty.

#### **JURY SERVICE LEAVE**

If you are summoned to report for jury duty, you will be granted a leave of absence without pay when you notify and submit a copy of the original summons for jury duty to your supervisor. The Company reserves the right to request that you seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the Company.

Any fees received for jury duty, including travel fees, are to be retained by you. You are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with the Company no later than Wednesday of the following week.

#### **WITNESS LEAVE**

If you are requested to serve as a witness on behalf of the Company, you will be granted a witness leave at regular pay for such time as it is necessary to comply with the request. Paid witness leave shall not be granted to an employee subpoenaed as an expert witness, as a party in a case, or as a lay witness other than as delineated above.

#### **VOTING LEAVE**

If you cannot vote because of your scheduled work hours, you will be given up to two hours to vote in any state or federal election. The two hours shall be compensated at your regular rate of pay.

#### **PERSONAL LEAVE OF ABSENCE**

Once you have been employed as a full-time regular employee of the Company for more than one (1) year, you may request a personal leave of absence without pay. You must submit your request in writing and state the date the leave is to begin, the date of return to work and the reasons for the leave. You will receive either written approval or denial of the request. If approved, you must use your leave of absence for the approved reason or purpose. Paid time off, and seniority and other benefits are not earned during an unpaid leave of absence. Any paid holidays that fall within the leave of absence are not paid. If you fail to return to work on the scheduled date of return, you will be considered to have abandoned your position and voluntarily terminated your employment.

### **HEALTH, SAFETY, AND SECURITY**

#### **NON-SMOKING**

Smoking is not permitted in any Company buildings, facilities, work sites, or vehicles. Employees wishing to smoke should do so during their break times, outside Company buildings, in designated areas, and in accordance with local ordinances.



**DRUG AND ALCOHOL**

The Company is dedicated to providing employees with a workplace that is free of drugs and alcohol. The Company discourages drug and alcohol abuse by its employees. The Company has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the Company. Employees who are under the influence of a drug or alcohol on the job compromise Company interests, endanger the employees own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our products, and disruption of customer relations. Any identified usage of drugs or alcohol, or being under the influence of same during working hours will be grounds for discipline up to and including termination.

For the safety of our employees and patients the Company reserves the right to test any employee for the use of illegal drugs or alcohol. This may be done in cases where the employee's job carries a risk of injury or accident due to such use, or there is an apparent inability to perform the requirements required of that position. Specific jobs may, at the Company's discretion, require regular drug testing. Such a test may be conducted after an accident or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab, at the Company's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on the Company premises, performing Company-related duties, or while operating any Company equipment, is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect his or her personal safety or ability to perform the essential functions of the job and should advise his or her supervisor of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

The moderate use of alcohol at Company approved meetings, with business meals, travel, entertainment, or in an appropriate social setting, is not prohibited by this policy.

To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended to be in compliance.

**REASONABLE ACCOMMODATIONS**

It is the policy of the Company to comply with all the relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities... The Company will not discriminate against any qualified employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges, or conditions of employment, including but not limited to hiring, advancement, discharge, compensation, and training.



Employees who become disabled should notify Management if the conditions of the disability impair their ability to perform the essential functions of their position. Where necessary and feasible, reasonable accommodations will be made for qualified disabled employees to perform the essential functions of the job in question, as long as the accommodation does not cause the Company undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a Management decision has been made in regard to the employee's immediate employment situation.

#### **SAFETY**

In the event you become injured or witness an injury during your work hours, you are to report it immediately to the nearest available management personnel. You are to render any assistance requested by Management. Any questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials. You should report all nonfunctioning hazardous office equipment to your immediate supervisor.

#### **WORKERS' COMPENSATION**

The Company provides insurance for all work-related injuries or illness. The name of the Company's workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all insurance benefits provided by the Company. These contracts shall not be limited, expanded or modified by any statements of Company personnel or Company documents. Any discrepancies shall be determined by reference to the insuring contracts.

#### **SECURITY**

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge.

Employees within the Company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their supervisor or a member of management. Any threat reported to a supervisor should be brought to the attention of the Office Manager. All reports will be carefully investigated by the Office Manager, and employee confidentiality will be maintained to the fullest extent possible.

## **WORKPLACE GUIDELINES**

### **HOURS OF WORK**

The standard workweek for the Company will begin at 12:01 a.m. Sunday, and end at midnight the following Saturday. The normal workweek for a full-time employee will consist of forty (40) hours, or more depending on the needs of the corporation.

The Company's retail hours are 9:00 a.m. to 6:00 p.m. Monday through Friday, 10 a.m. to 2:00 p.m. Saturday's.

You will be given your individual duty hours upon hire and at the time of any change in position. If your normal duty hours are changed or if the Company changes its operating hours, you will be given written notice to facilitate your personal planning.

### **MEAL PERIODS**

You are entitled to take a non-compensated meal period each workday of one (1) hour. Your one-hour meal period should be completed between the hours of 11:30 a.m. and 1:30 p.m. . The Office Manager must approve any variation in the normal schedule in advance.

No employee will be scheduled to work more than five (5) consecutive hours in a workday without taking a meal period. In no case may any meal period be waived to shorten an employee's work hours or to be used in lieu of time without pay. Any employee who is scheduled to work not more than six (6) hours in any workday, may, by mutual agreement between the Company and the employee, work without a meal period.

### **REST PERIODS**

Employees will take a ten-minute rest period during each half of a full workday.

Breastfeeding. In recognition of the well documented health advantages of breastfeeding for infants and mothers and as part of our family-friendly policies and benefits, NSP provides a supportive environment to enable breastfeeding employees to express their milk during work hours. Discrimination and harassment of breastfeeding mothers in any form is unacceptable and will not be tolerated by the Company.

NSP may require medical certification to support the stated intent of this policy. If you have any questions, please contact your Supervisor or Office Manager.

### **ATTENDANCE / TARDINESS**

Your attendance is a major concern of the Company. Unsatisfactory attendance, including tardiness and leaving work early, is unacceptable performance. You will be rated in your performance appraisal in the categories of attendance and punctuality.

If you are ill, injured or an unexpected emergency arises which prevents you from coming to work, you must notify your Supervisor no later than thirty (30) minutes before the start of your scheduled work day. If your Supervisor is not available, you should contact the

Office Manager or a member of Management. If you are physically unable to contact the Company, you should direct another person to make the contact on your behalf. Leaving a message with a fellow staff employee or with the answering service is not considered proper notification.

When you call in absent, you are to advise the Company of your expected date of return. Management reserves the right to require proof of illness, injury or accident, including a doctor's statement(s) or notice(s), for any temporary disability.

Repeated absences, excessive absences (excused or unexcused) or a pattern of absences are unacceptable job performance. If you are absent for three (3) consecutive days and have not provided proper notification, the Company will assume that you have abandoned your position and you may be treated as having voluntarily terminated your employment with the Company.

If you become ill at work, notify your supervisor immediately. If you are unable to perform your job task, you will be either sent to a doctor or your home. You will be paid only for time actually worked and may receive paid time off if eligible.

You shall be at your workstation, prepared to begin work at the start of your scheduled work time or resumption of your work duties. If you are not, you will be considered tardy. Excessive tardiness, whether excused or unexcused, constitute unacceptable work performance. The Company does not categorize tardiness as excused or unexcused. If you are tardy, your wages will be reduced by the amount of time you are tardy, calculated in whole minutes according to the Company's clock.

All absences are to be arranged for as far in advance as possible. This includes paid time off for other reasons. If a doctor or dental appointment must be scheduled during the workday, it should be scheduled as early in the morning or as late in the afternoon as possible. If you are a part time employee these types of absences should be taken care of on your day off.

Employees who use all of their paid time off for the year may not make up the time (including doctor's appointments) without special permission.

## **TRAVEL**

You may be required to attend out of town meetings or conferences on behalf of NSP. The following shall apply to all such travel:

- 1) Authorized and pre-approved expenses will be reimbursed in accordance with NSP policy as provided herein.
- 2) Travel on a regularly scheduled workday Monday-Saturday- will be paid as a regular day.

## **EXPENSE REIMBURSEMENT**

All out of pocket expenses incurred by you solely on behalf of NSP shall be reimbursed ONLY if you follow these requirements:

- 1) All expenses must be pre-approved in writing by Management.
- 2) All expenses must be submitted to Management as soon as possible after the expense

is incurred and must be supported by original written receipts attached to an NSP approved expense report form. Reimbursement will be provided only for reasonable and necessary expenses incurred in connection with business travel.

Payment to you for properly incurred and supported expenses will be made by NSP within 10 business days of receipt by Management of all required documentation.

#### **PERSONAL APPEARANCE**

The Company is a professional business based on the trust and goodwill it engenders from patients, physicians, vendors and customers (collectively "Clients"). In addition to providing excellent services, Clients only do business with the Company if they are also treated with courtesy, patience and appropriate deference. You are to treat all Clients with the utmost courtesy. You will be evaluated in your performance appraisal in this category.

Since Clients tend to think of NSP in terms of the individual employees with whom they come in contact with at the Company, the way you perform your job and treat the individual Client will determine, in part, the Client's satisfaction with the Company. A good employee will approach his / her job duties and responsibilities with a positive attitude and respect. A neat personal appearance and good grooming habits reflect respect for yourself and your workplace.

Expensive clothing is not necessary for a well-groomed appearance. You are to wear clothing appropriate for a professional business office or as specified for pharmacy staff. If you have any questions, you should contact your Supervisor for counseling.

The following should be avoided:

- Jeans
- Shorts
- T-shirts or sweats
- Leggings without a dress
- Leotard without a dress
- Extremely tight or revealing clothing
- Extremes in makeup, nails, jewelry, or hairstyle

If you have clothing you feel is questionable, it is probably not appropriate for the office. Any questions in this regard should be directed to Management.

#### **Solicitations and Distributions**

Employees must not solicit other employees in a face to face situation for any purpose during work hours. It is permissible to leave sale fundraiser type items in the break room and employees can take advantage if they so choose. There will be no distribution of literature of any kind for a cause on Company property.

#### **CONFIDENTIALITY**

The rule of thumb to remember is that all information gathered by, retained or generated by the Company is confidential. There shall be no disclosure of any confidential information to anyone outside the Company without the appropriate written authorization by Management.



It is your duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax and e-mail. When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to your Supervisor or other Management without comment on your part. When any inquiry is made regarding any client, the inquiry must be forwarded to Management.

Confidential information shall be disclosed and/or discussed only on a "need to know" basis. Conversation of a confidential nature must never be held within earshot of the public or Clients.

#### **BUSINESS GIFTS**

We want at all times to avoid the appearance of impropriety in the acceptance of gifts from business contacts or Clients. It is the express policy of the Company that you are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for yourself or for any other person or entity while working at NSP.

It is the express policy of the Company that you are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for yourself or for any other person or entity (other than your pay check from the Company) for or in connection with any transaction or business of the Company that has a value of \$50 or more. If you are promised, offered, or given anything of value from any member, perspective member, customer, or perspective customer for or in connection with any transaction or business of the Company, you are to advise your immediate Supervisor or Management at once.

#### **CONFLICT OF INTEREST**

The Company is judged by the collective and individual performance of its officers and employees. The Company has a particular interest in preserving its reputation and the reputation of its employees for the utmost honesty and integrity. Thus, the Company holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with Clients or other activities do not subject you or the Company to question or undue criticism. You must refrain from engaging in any activity that could be in conflict with your status as a Company employee. This includes the use of your position with the Company for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, are improperly benefiting from your affiliation with the Company, or are violating laws governing fiduciary relationships. Good judgment and common sense are to supplement these provisions to avoid even the appearance of impropriety. To the extent there is a conflict or ambiguity between permissive conduct and that which is not permitted, the latter shall have precedence.

If you question the propriety of a transaction or activity, you should seek guidance from your supervisor or a member of management of the Company. If necessary, you should seek written approval.

#### **OUTSIDE ACTIVITIES**

You may engage in outside employment or personal educational activities during non-

working hours, provided that such activities do not interfere with your job performance or constitute a conflict of interest. Prior to accepting outside employment, you are to notify Management in writing. The notice must contain the name of the potential employer, the title and nature of the position, the number of working hours per week and the time of scheduled work hours. If the position constitutes a conflict of interest or interferes with your Company job, at any time, you may be required to curtail or terminate such activity.

#### **REPORTING IRREGULARITIES**

It is the responsibility of each employee of the Company to report, immediately, any and all irregularities indicating actual or suspected existence of a loss, theft, fraud, embezzlement or similar impairment of Company funds or property, or suspicious persons or activity.

If you have actual or constructive knowledge of any irregularity, and do not report it to your Supervisor, you have engaged in unacceptable job performance.

#### **INSPECTIONS / SEARCHES**

Any items or parcels taken out of or off Company premises or property (or property controlled by the Company) are subject to inspection/search. Your desk, workstation, work area, computer terminal, memory, files, etc. and your voice mail are subject to inspection/search at any time. The Company may monitor any telephone, text or email conversation you have on Company owned or controlled equipment, premises or property. While on Company owned or controlled premises or property, your vehicle, meal containers, purse, etc., as well as yourself, are subject to inspection/search. Any inspection/search conducted by the Company or its designee may occur at anytime, with or without notice.

You are prohibited from placing any passwords or restrictors on any document, computer or computer software without the prior authority of management. Any password or restrictor must be revealed to and maintained by a second authorized NSP source. Removing, changing, deleting or erasing any Company information, without the appropriate authorization, is strictly prohibited.

#### **ELECTRONIC ASSETS USAGE**

The Company recognizes that use of the Internet has many benefits for the Company and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the Company and others at risk.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner:

- The Company Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or x-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon the Company or be contrary to the Company best interests;

and any illegal activities – including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail – are forbidden.

- Copyrighted materials belonging to entities other than the Company may not be transmitted by employees on the Company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "web address") to the person who may be interested in the information and have that person look at it on his / her own.
- Do not use the system in a way that disrupts its use by others. This includes excessive bandwidth usage that is for other than an NSP authorized business purpose, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)
- The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. **DO NOT DOWNLOAD AND/OR INSTALL ANY PROGRAMS THAT ARE NOT AUTHORIZED BY MANAGEMENT AND THAT DO NOT SERVE AN NSP BUSINESS PURPOSE.** Instructions on how to check for viruses are available through the IT Support. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- Each employee is responsible for the content of all text, audio or images that he/she places or sends over the Company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the Company's name is attached to all messages so use discretion in formulating messages.
- E-mail is not guaranteed to be private or confidential. All electronic communications are Company property. Therefore, the Company reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage at any time and for any reason without your permission. Also, the Internet is not secure so don't assume that others cannot read or possibly alter your messages.
- Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Company.

All Company-supplied technology, including computer systems and Company-related work records, belong to the Company and not the employee. The Company routinely monitors usage patterns for its e-mail and Internet communications and usage. Although encouraged to explore the resources available on the Internet, employees should use discretion in the sites that are accessed. Company computer systems and equipment may not be used to access the internet for personal purposes except as authorized by Management in advance. Any access to social media sites must be for an NSP business purpose as part of your job duties and authorized by Management in advance.

Since all the computer systems and software, as well as the e-mail and Internet connection, are Company-owned, all Company policies are in effect at all times. Any employee who abuses the privilege of Company-facilitated access to e-mail or the Internet, may be denied

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access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

#### **PHONE USAGE**

The telephones of the Company are to be restricted to business calls for Company business only. All employees are required to be professional and conscientious at all times when using Company phones and to refrain from usage of personal cell phones during work hours including for voice, texting and downloading of web content unless authorized in advance by your Supervisor.

#### **PERSONAL PROPERTY**

The Company is not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal possessions. You should refrain from having your personal mail sent to the Company because mail may be automatically opened.

Your work area and any other Company property are subject to inspection / search at any time, with or without notice. Desks and office areas are to be kept as neat and organized as possible with no confidential or patient specific information displayed for observation by unauthorized personnel.

### **EMPLOYMENT SEPARATION**

#### **RESIGNATION**

Non-exempt employees are requested to provide a minimum of two (2) weeks written notice of their intent to resign. Exempt employees are requested to provide a minimum of four (4) weeks written notice. Your notice of resignation to voluntarily terminate employment with the Company should be submitted to your Supervisor or a member of Management. An exit interview may be requested.

#### **TERMINATION**

All employment with the Company is "at will" employment. This means that you have not been hired for a specified duration, but that you can terminate your employment or the Company can terminate your employment at any time, with or without cause, and with or without prior notice. Your at-will employment status can only be changed by a written agreement between you and the Company, signed by both you and an authorized Officer of the Company.

Upon separation of your employment you are to remove your personal possessions from the Company premises. You will be paid for all unused vested vacation time. Upon separation, you are not entitled to severance pay or continuing benefits, except at the sole discretion of Management or as required by law.

#### **RETURN OF COMPANY PROPERTY**

Any Company property issued to employees, such as computer equipment, keys, tools,

parking passes or Company credit or debit cards, must be returned to the Company at the time of termination. Employees will be responsible for any lost or damaged items.

## **MISCELLANEOUS**

### **AUTOMOBILE ACCIDENT**

If you are involved in an automobile accident while on Company business (personal or Company car) you must report the accident to your Supervisor immediately. You should request and obtain a police report and police investigation at the scene of the accident.

You are not to drive a personal vehicle for Company business unless authorized to do so. If your job requires you to operate your personal vehicle, you shall be required to submit proof of a current and valid state driver's license and adequate insurance to protect the Company.

If you use your own vehicle, either by authorization or requirement, to carry out the business of the Company, you must submit a photocopy of the cover page of your insurance policy covering that vehicle as proof of that insurance. Insurance must be maintained current as a term and condition of continuing employment for that particular position.

### **PARKING**

The Company provides you with parking at no cost. All parking is at your own risk. It is recommended that you lock your car and take other appropriate safeguards. You are not to park in areas reserved for visitors or Clients.



### ACKNOWLEDGEMENT

I, the undersigned acknowledge, receipt of the National Specialty Pharmacy LLC Employee Handbook and that I am subject to all provisions contained therein while employed by NSP.

The contents of the Employee Handbook are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to read the Handbook and to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of the Company that I am made aware of either in writing or verbally by NSP Management.

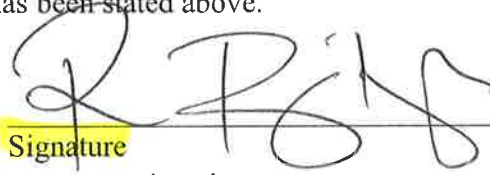
It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between myself and the Company. It is further understood that neither the Handbook nor any policy of the Company is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the Company or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with the Company only under certain circumstances or after certain events.

Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and an appropriate officer of the Company, specifically changing my at-will employment status. I have neither been requested to nor have I signed any such document.

My at-will employment status with the Company has been fully explained and I have been given an opportunity to ask any questions regarding Company policies and my at-will employment status. No representative of the Company has made any promise or other statements implying employment will be other than what has been stated above.

12/6/22  
Dated

  
Signature  
12/6/22  
Print Name